

Walters, Vivian (SPEE)

From: Walters, Vivian (SPEE)
Sent: Thursday, February 09, 2012 8:57 AM
To: Hammett, Mary (ISD)
Cc: Johnson, Laurie (SPEE)
Subject: RE: IB9589-0/17 Mini X-Ray Maintenance and Repair

Please proceed with the "**Procurement Process**". The signed worksheet with a "**No Measure**" (due to federal funding) will be forwarded when available. Also please note, this project is being reviewed post its "**advertisement**".

Advise as to any "*errors, omissions, and/or misunderstandings*".

Regards,

Vivian O. Walters, Jr.

Contract Development Specialist II
Sustainability, Planning & Economic Enhancement Dept. (SPEED)
Small Business Development Division
111 NW 1st Street #19 Floor
Miami, Fl 33128
walterv@miamidade.gov
☎ Office (305) 375-3138 | 📠 Fax (305) 375-3160
"*Delivering Excellence Every Day*"

"For the New Project Review & Analysis Process"



click on our new website

<http://www.miamidade.gov/sba/about-project-review-and-analysis.asp>

Miami-Dade County is a public entity subject to Chapter 119 of the Florida Statute concerning public records. E-mail messages are covered under such laws and thus subject to disclosure.



From: Hammett, Mary (ISD)
Sent: Monday, February 06, 2012 8:19 AM
To: Walters, Vivian (SPEE)
Subject: IB9589-0/17 Mini X-Ray Maintenance and Repair

Mr. Walters:

Please find attached DBD input documents and ITB for review for DBD measures.

Thank You,



Delivering Excellence Every Day

Mary Hammett

Procurement Contracting Associate

INTERNAL SERVICES DEPARTMENT

Miami-Dade County

Phone: 305-375-5471

Fax: 305-375-4407

E-mail: mhammet@miamidade.gov

Visit our website: www.miamidade.gov/dpm

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Sustainability, Planning and Economic Enhancement Department
Small Business Development Division

Certified Firms as of
February 14, 2012

(Certified in Specific Categories Below)

TRADE CATEGORIES

FIRM NAME	CERT NO.	BUSN.	EXP. DATE	CONTACT	ADDRESS	PHONE / FAX
89880	X-Ray Machines (Diagnostic) And Accessories (Except Dental)					
HILLUSA CORPORATION				ERNESTO ACKERMAN	7215 NW 46th St * Miami, FL 33166	305-594-7474 / 305-477-0699
10688	MICRO/SBE		12/31/2014			

Total # of Certified and Under Review Firms: 1

* Firms that have timely submitted re-certification applications w hich are "Under Review" are listed in red. Firms listed in red w ith "Under Review" designation in the Expiration Date column have not received final approval. You may contact the firm or SBD for approval status.

*Firms w ith "Under Review " designations may request an expedited certification review by submitting documentation relative to their participation on an upcoming project. Contact SBD (305-375-2378) for more information.

DEPARTMENTAL INPUT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

☒ New ☐ OTR ☐ Sole Source ☐ Bid Waiver ☐ Emergency

Previous Contract/Project No. _____

Contract

☐ Re-Bid ☐ Other

LIVING WAGE APPLIES: ☐ YES ☒ XNO

Requisition No./Project No.: RQPM1200009 TERM OF CONTRACT 5YEAR(S)

Requisition /Project Title: Mini X-Ray Unit Maintenance and Repair

Description: To Solicit a mini X-ray Unit with Maintenance and repair

Issuing Department: Medical Examiner Contact Person: Theresa Bryant Phone: 305-547-5721

Estimate Cost: \$168,825 for five years

GENERAL

FEDERAL

OTHER

Funding Source: Federal Grant

ANALYSIS

Commodity Codes: 898-80

Contract/Project History of previous purchases three (3) years

Check here ☐ if this is a new contract/purchase with no previous history.

	<u>EXISTING</u>	<u>2ND YEAR</u>	<u>3RD YEAR</u>
Contractor:			
Small Business Enterprise:			
Contract Value:	\$168,825.00	\$	\$

Comments: _____

Continued on another page (s): ☐ YES ☐ NO

RECOMMENDATIONS

	Set-aside	Sub-contractor goal	Bid preference	Selection factor
SBE				

Basis of recommendation:

Signed: *Mary Hammett*

Date sent to SBD: 2/6/2012

Date returned to DPM: _____

Revised April 2005



BID NO.: IB9589-0/17

**OPENING: 2:00 P.M.
FRIDAY**

MIAMI-DADE COUNTY, FLORIDA

**INVITATION
TO BID**

TITLE:

MINI X- RAY UNIT, MAINTENANCE AND REPAIR

THE FOLLOWING ARE REQUIREMENTS OF THIS BID, AS NOTED BELOW:

INDEMNIFICATION/INSURANCE:	Section 2, Paragraph 2.11
USER ACCESS PROGRAM:	Section 2, Paragraph 2.21
WRITTEN WARRANTY:	Section 2, Paragraph 2.19

FOR INFORMATION CONTACT:

Mary Hammett at 305-375-5471, or via e-mail mhammet@miamidade.gov

IMPORTANT NOTICE TO BIDDERS:

COMPLETE AND RETURN ALL AFFIDAVITS WITH BID SUBITTAL FORMS

- **Failure to complete the certification regarding Local Preference on Bid Submittal Form in Section 4 shall render the vendor ineligible for Local Preference**
- **Failure to sign Bid Submittal Form in Section 4 will render your bid non-responsive**

INVITATION TO BID

Bid Number: IB9589-0/17

Title: MIN X- RAY UNIT, MAINTENANCE AND REPAIR

Procurement Contracting Associate: Mary Hammett

Bids will be accepted until 2:00 p.m. on January 06, 2012

At the:

**Internal Services Department
Vendor Assistance Section
Stephen P. Clark Center
111 NW 1st Street, 13th Floor
Miami, Florida 33128-1983**

Bids will be publicly opened. The County provides equal access and does not discriminate on the basis of disability in its programs or services. It is our policy to make all communication available to the public, including those who may be visually or hearing impaired. If you require information in a non-traditional format please call 305-375-1530.

Instructions:

- The ISD Vendor Assistance Unit business hours are 8:00am to 5:00pm, Monday through Friday. Additionally, the Unit is closed on holidays observed by the County.
- Each Bid submitted shall have the following information clearly marked on the face of the envelope:
 - The Bidder's name
 - The Bidder's return address
 - The Bid number
 - The Bid opening date
 - The title of the Bid
- All Sealed Informal Bids received time and date stamped by the Internal Services Department (ISD) prior to the bid submittal deadline shall be accepted as timely submitted. The circumstances surrounding all bids received and time stamped by ISD after the bid submittal deadline will be evaluated by ISD, in consultation with the County Attorney's Office, to determine whether the bid will be accepted as timely.
- Included in the sealed envelope or container submit an original and two copies of the Bid Submittal, the required Affidavits, plus attachments if applicable.
- The Bidder may, at Bidder's option, also provide the Excel file containing the information on the Vendor Pricing document on CD or Diskette. The file to be provided is to be downloaded at [HTTP://SERVICES.MIAMIDADE.GOV/ISD/SOLICITATIONLIST.ASPX](http://services.miamidade.gov/ISD/SOLICITATIONLIST.ASPX).

Failure to comply with the submittal instructions may result in your Bid not being considered for award.

NOTICE TO ALL BIDDERS:

- FAILURE TO SIGN THE BID SUBMITTAL FORM WILL RENDER YOUR BID NON-RESPONSIVE.
- THE BID SUBMITTAL FORM CONTAINS IMPORTANT CERTIFICATIONS THAT REQUIRE REVIEW AND COMPLETION BY ANY VENDOR RESPONDING TO THIS SOLICITATION

SECTION 1 GENERAL TERMS AND CONDITIONS

1.1. DEFINITIONS

Bid – shall refer to any offer(s) submitted in response to this solicitation.

Bidder – shall refer to anyone submitting a Bid in response to this solicitation.

Bid Solicitation – shall mean this solicitation documentation, including any and all addenda.

Bid Submittal Form – defines the requirement of items to be purchased, and must be completed and submitted with Bid. The Bidder should indicate its name in the appropriate space on each page.

County – shall refer to Miami-Dade County, Florida

DPM – shall refer to Miami-Dade County's Department of Procurement Management.

Enrolled Vendor – shall refer to a firm that has completed the necessary documentation in order to receive Bid notifications from the County.

Registered Vendor – shall refer to a firm that has completed the Miami-Dade County Business Entity Registration Application and has satisfied all requirements to enter into business agreements with the County.

The Vendor Registration Package – shall refer to the Business Entity Registration Application.

For additional information about on-line vendor enrollment or vendor registration contact the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL 33128, Phone 305-375-5773. Vendors can enroll online and obtain forms to register by visiting our web site at www.miamidade.gov/dpm

1.2. INSTRUCTIONS TO BIDDERS

A. Bidder Qualification

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the Bid Solicitation are encouraged to submit Bids. Vendors may enroll with the County to be included on a notification list for selected categories of goods and services. To be eligible for award of a contract (including small purchase orders), Bidders must become a Registered Vendor. Only Registered Vendors can be awarded County contracts. Vendors are required to register with the County by contacting the Vendor Assistance Unit. The County endeavors to obtain the participation of all qualified small business enterprises. For information and to apply for certification, contact the Department of Small Business Development at 111 N.W. 1st Street, 19th Floor, Miami, FL 33128-1900, or telephone at 305-375-3111. County employees and board members wishing to do business with the County are referred to Section 2-11.1 of the Miami-Dade County Code relating to Conflict of Interest and Code of Ethics.

B. Vendor Registration

To be recommended for award the County requires that vendors complete a Miami-Dade County Vendor Registration Package. Effective June 1, 2008, a new Vendor Registration Package, including a Uniform Affidavit Packet (Affidavit form), must be completed by vendors and returned to the Department of Procurement Management (DPM), Vendor Assistance Unit, within fourteen (14) days of notification of the intent to recommend for award. In the event the Vendor Registration Package is not properly completed and returned within the specified time, the County may in its sole discretion, award to the next lowest responsive, responsible Bidder. The Bidder is responsible for obtaining the Vendor Registration Package, including all affidavits by downloading from the DPM website at www.miamidade.gov or from the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL 33128.

Bidders are required to affirm that all information submitted with the Vendor Registration Package is current, complete and accurate, at the time they submit a response to a Bid Solicitation, by completing the provided Affirmation of Vendor Affidavit form.

In becoming a Registered Vendor with Miami-Dade County, the vendor confirms its knowledge of and commitment to comply with the following:

1. **Miami-Dade County Ownership Disclosure Affidavit**
(Sec. 2-8.1 of the County Code)

2. **Miami-Dade County Employment Disclosure Affidavit**
(County Ordinance No. 90-133, amending Section 2-8.1(c)(2) of the County Code)
3. **Miami-Dade County Employment Drug-free Workplace Certification**
(Section 2-8.1.2(b) of the County Code)
4. **Miami-Dade Disability and Nondiscrimination Affidavit**
(Article 1, Section 2-8.1.6 Resolution R182-00 Amending R-385-95)
5. **Miami-Dade County Debarment Disclosure Affidavit**
(Section 10.38 of the County Code)
6. **Miami-Dade County Vendor Obligation to County Affidavit**
(Section 2-8.1 of the County Code)
7. **Miami-Dade County Code of Business Ethics Affidavit**
(Article 1, Section 2-8.1(f) and 2-11(b)(1) of the County Code through (f) and (g) of the County Code and County Ordinance No. 00-1 amending Section 2-11.1(c) of the County Code)
8. **Miami-Dade County Family Leave Affidavit**
(Article V of Chapter 11 of the County Code)
9. **Miami-Dade County Living Wage Affidavit**
(Section 2-8.9 of the County Code)
10. **Miami-Dade County Domestic Leave and Reporting Affidavit**
(Article 8, Section 11A-60 11A-67 of the County Code)
11. **Subcontracting Practices**
(Ordinance 97-35)
12. **Subcontractor/Supplier Listing**
(Ordinance 97-104)
13. **Environmentally Acceptable Packaging**
Resolution (R-738-92)
14. **W-9 and 8109 Forms**
The vendor must furnish these forms as required by the Internal Revenue Service.
15. **Social Security Number**
In order to establish a file for your firm, you must provide your firm's Federal Employer Identification Number (FEIN). If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes your "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that DPM requests the Social Security Number for the following purposes:
 - Identification of individual account records
 - To make payments to individual/vendor for goods and services provided to Miami-Dade County
 - Tax reporting purposes
 - To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records
16. **Office of the Inspector General**
Pursuant to Section 2-1076 of the County Code.
17. **Small Business Enterprises**
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.
18. **Antitrust Laws**
By acceptance of any contract, the vendor agrees to comply with all antitrust laws of the United States and the State of Florida.
- C. **PUBLIC ENTITY CRIMES**
To be eligible for award of a contract, firms wishing to do business with the County must comply with the following:

SECTION 1 GENERAL TERMS AND CONDITIONS

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

D. Request for Additional Information

1. Pursuant to Section 2-11.1(f) of the County Code, all Bid Solicitations, once advertised and until an award recommendation has been forwarded to the appropriate authority are under the "Cone of Silence". Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the Procurement Agent identified on the front page of the solicitation. Such inquiries or request for information shall be submitted to the procurement agent in writing and shall contain the requester's name, address, and telephone number. If transmitted by facsimile, the request should also include a cover sheet with Bidder's facsimile number. The requestor must also file a copy of this written request with the Clerk of the Board, 111 NW 1st Street, 17th Floor, suite 202, Miami, Florida 33128-1983 or email clerkbcb@miamidade.gov.
2. The Department of Procurement Management may issue an addendum in response to any inquiry received, prior to Bid opening, which changes, adds to or clarifies the terms, provisions or requirements of the solicitation. The Bidder should not rely on any representation, statement or explanation whether written or verbal, other than those made in this Bid Solicitation document or in any addenda issued. Where there appears to be a conflict between this Bid Solicitation and any addenda, the last addendum issued shall prevail.
3. It is the Bidder's responsibility to ensure receipt of all addenda, and any accompanying documentation. The Bidder is required to submit with its Bid a signed "Acknowledgment of Addenda" form, when any addenda have been issued.

E. Contents of Bid Solicitation and Bidders' Responsibilities

1. It is the responsibility of the Bidder to become thoroughly familiar with the Bid requirements, terms and conditions of this solicitation. Pleas of ignorance by the Bidder of conditions that exist or that may exist will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid to the Bidder.
2. In the event a Bidder wishes to protest any part of the General Conditions, Special Conditions and/or Technical Specifications contained in the Bid Solicitation it must file a notice of protest in writing with the Issuing department no later than 48 hours prior to the Bid opening date and hour specified in the solicitation. Failure to file a timely notice of protest will constitute a waiver of proceedings.
3. This solicitation is subject to all legal requirements contained in the applicable County Ordinances, Administrative Orders, and Resolutions, as well as all applicable State and Federal Statutes. Where conflict exists between this Bid Solicitation and these legal requirements, the authority shall prevail in the following order: Federal, State and local.
4. It is the responsibility of the Bidder/Proposer, prior to conducting any lobbying regarding this solicitation to file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder/Proposer. The Bidder/Proposer shall also file a form with the Clerk of the Board at the point in time at which a lobbyist is no longer authorized to represent said Bidder/Proposer. Failure of a Bidder/Proposer to file the appropriate form required, in relation to each solicitation, may be considered as evidence that the Bidder/Proposer is not a responsible contractor.

F. Change or Withdrawal of Bids

1. Changes to Bid - Prior to the scheduled Bid opening a Bidder may change its Bid by submitting a new Bid, (as indicated on the cover page) with a letter in writing on the firm's letterhead, signed by an

authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original Bid. No changes to a Bid will be accepted after the Bid has been opened.

2. Withdrawal of Bid - A Bid shall be irrevocable unless the Bid is withdrawn as provided herein. Only a written letter received by DPM prior to the Bid opening date may withdraw a bid. A bid may also be withdrawn ninety (90) days after the Bid has been opened and prior to award, by submitting a letter to the contact person identified on the front cover of this Bid Solicitation. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Bidder.

G. Conflicts Within The Bid Solicitation

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Submittal Section, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Submittal Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

H. Prompt Payment Terms

1. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section, shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.
2. The Bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the Bid submittal signature page of the solicitation.

1.3. PREPARATION OF BIDS

- A. The Bid submittal form defines requirements of items to be purchased, and must be completed and submitted with the Bid. Use of any other form will result in the rejection of the Bidder's offer.
- B. The Bid submittal form must be legible. Bidders shall use typewriter, computer or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the Bid to be rejected.
- C. An authorized agent of the Bidder's firm must sign the Bid submittal form. **FAILURE TO SIGN THE BID SUBMITTAL FORM SHALL RENDER THE BID NON-RESPONSIVE.**
- D. The Bidder may be considered non-responsive if bids are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.
- E. The Bidder may submit alternate Bid(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate Bid must meet or exceed the minimum requirements and be submitted on a separate Bid submittal marked "Alternate Bid".
- F. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- G. An optional electronic submittal shall not be considered a part of the bid if it differs in any respect from the required manual submittal in the original hard copy.

1.4. CANCELLATION OF BID SOLICITATION

Miami-Dade County reserves the right to cancel, in whole or in part, any Invitation to Bid when it is in the best interest of the County.

SECTION 1 GENERAL TERMS AND CONDITIONS

1.5. AWARD OF BID SOLICITATION

- A. This Bid may be awarded to the responsible Bidder meeting all requirements as set forth in the solicitation. The County reserves the right to reject any and all Bids, to waive irregularities or technicalities and to re-advertise for all or any part of this Bid Solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low Bid or in whichever manner deemed in the best interest of the County.
- C. The County reserves the right to reject any and all Bids if it is determined that prices are excessive, best offers are determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. The County reserves the right to negotiate prices with the low bidder, provided that the scope of work of this solicitation remains the same.
- E. Award of this Bid Solicitation will only be made to firms that have completed the Miami-Dade County Business Entity Registration Application and that satisfy all necessary legal requirements to do business with Miami-Dade County. Firms domiciled in Miami-Dade County must present a copy of their Miami-Dade County issued Local Business Tax Receipt.
- F. Pursuant to County Code Section 2-8.1(g), the Bidder's performance as a prime contractor or subcontractor on previous County contracts shall be taken into account in evaluating the Bid received for this Bid Solicitation.
- G. To obtain a copy of the Bid tabulation, Bidder(s) shall enclose an appropriately sized self-addressed stamped envelope or make a request by e-mail. Bid results will not be given by telephone or facsimile.
- H. The Bid Solicitation, any addenda and/or properly executed modifications, the purchase order, and any change order(s) shall constitute the contract.
- I. In accordance with Resolution R-1574-88, the Director of DPM will decide all its Bids.
- J. Award of this Bid may be predicated on compliance with and submittal of all required documents as stipulated in the Bid Solicitation.
- K. The County reserves the right to request and evaluate additional information from any bidder after the submission deadline as the County deems necessary.

1.6. CONTRACT EXTENSION

- A. The County reserves the right to exercise its option to extend a contract for up to one hundred-eighty (180) calendar days beyond the current contract period and will notify the contractor in writing of the extension.
- B. This contract may be extended beyond the initial one hundred-eighty (180) day extension period upon mutual agreement between the County and the successful Bidder(s) upon approval by the Board of County Commissioners.

1.7. WARRANTY

All warranties express and implied, shall be made available to the County for goods and services covered by this Bid Solicitation. All goods furnished shall be fully guaranteed by the successful Bidder against factory defects and workmanship. At no expense to the County, the successful Bidder shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty. The Special Conditions of the Bid Solicitation may supersede the manufacturer's standard warranty.

1.8. ESTIMATED QUANTITIES

Estimated quantities or dollars are for Bidder's guidance only: (a) estimates are based on the County's anticipated needs and/or usage during a previous contract period and; (b) the County may use these estimates to determine the low Bidder. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other government, quasi-government or non-profit entities utilizing this contract under the Joint Purchase portion of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation and the resulting contract, if that section is present in this solicitation document. No guarantee is expressed or implied as to quantities or dollars that will be used during the contract period. The

County is not obligated to place any order for the given amount subsequent to the award of this Bid Solicitation.

1.9. NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement with the successful Bidder that will satisfy its needs as describe herein. However, the County reserves the right as deemed in its best interest to perform, or cause to be performed, the work and services, or any portion thereof, herein described in any manner it sees fit, including but not limited to: award of other contracts, use of any contractor, or perform the work with its own employees.

1.10. LOCAL PREFERENCE

The evaluation of competitive bids is subject to Section 2-8.5 of the Miami-Dade County Code, which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. A local business shall be defined as:

1. a business that has a valid Local Business Tax Receipt, issued by Miami-Dade County at least one year prior to bid or proposal submission, that is appropriate for the goods, services or construction to be purchased;
2. a business that has physical business address located within the limits of Miami-Dade County from which the vendor operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address; and
3. a business that contributes to the economic development and well-being of Miami-Dade County in a verifiable and measurable way. This may include but not be limited to the retention and expansion of employment opportunities and the support and increase in the County's tax base. To satisfy this requirement, the vendor shall affirm in writing its compliance with either of the following objective criteria as of the bid or proposal submission date stated in the solicitation:
 - (a) vendor has at least ten (10) permanent full time employees, or part time employees equivalent to 10 FTE ("full-time equivalent" employees working 40 hours per week) that live in Miami-Dade County, or at least 25% of its employees that live in Miami-Dade County, or
 - (b) vendor contributes to the County's tax base by paying either real property taxes or tangible personal property taxes to Miami-Dade County, or
 - (c) some other verifiable and measurable contribution to the economic development and well-being of Miami-Dade County.

When there is a responsive bid from a Miami-Dade local business within 10% of the lowest price submitted by a responsive non-local business, the local business and the non-local low bidder shall have the opportunity to submit a best and final bid equal to or lower than the amount of the low bid previously submitted by the non-local business.

At this time, there is an interlocal agreement in effect between Miami-Dade and Broward Counties until September 2011. Therefore, a vendor which meets the requirements of (1), (2) and (3) above for Broward County shall be considered a local business pursuant to this Section.

1.11. CONTINUATION OF WORK

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the successful Bidder, continue until completion at the same prices, terms and conditions.

1.12. BID PROTEST

A recommendation for contract award or rejection of award may be protested by a Bidder in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the County Code, as amended, and as established in Administrative Order No.3-21.

SECTION 1 GENERAL TERMS AND CONDITIONS

1.13. LAWS AND REGULATIONS

The successful Bidder shall comply with all laws and regulations applicable to provide the goods and/or services specified in this Bid Solicitation. The Bidder shall comply with all federal, state and local laws that may affect the goods and/or services offered.

1.14. LICENSES, PERMITS AND FEES

The awarded bidder(s) shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the County or an awarded bidder for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by said awarded bidder.

1.15. SUBCONTRACTING

Unless otherwise specified in this Bid Solicitation, the successful Bidder shall not subcontract any portion of the work without the prior written consent of the County. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the County may result in termination of the contract for default. When Subcontracting is allowed the Bidder shall comply with County Resolution No. 1634-93, Section 10-34 of the County Code and County Ordinance No. 97-35.

1.16. ASSIGNMENT

The successful Bidder shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County.

1.17. DELIVERY

Unless otherwise specified in the Bid Solicitation, prices quoted shall be F.O.B. Destination. Freight shall be included in the proposed price.

1.18. RESPONSIBILITY AS EMPLOYER

The employee(s) of the successful Bidder shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the County or any of its departments. The successful Bidder shall provide competent and physically employee(s) capable of performing the work as required. The County may require the successful Bidder to remove any employee it deems unacceptable. All employees of the successful Bidder shall wear proper identification.

1.19. INDEMNIFICATION

The successful Bidder shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the successful Bidder or its employees, agents, servants, partners, principals or subcontractors. The successful Bidder shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The successful Bidder expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the successful Bidder shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

1.20. COLLUSION

A contractor recommended for award as the result of a competitive solicitation for any County purchases of supplies, materials and services (including professional services, other than professional architectural, engineering and other services subject to Sec. 2-10.4 and Sec. 287.055 Fla Stats.), purchase, lease, permit, concession or management agreement shall, within five (5) business days of the filing of such recommendation, submit an affidavit under the penalty of perjury, on a form provided by the County, stating either that the contractor is not related to any of the other parties bidding in the

competitive solicitation or identifying all related parties, as defined in this Section, which bid in the solicitation; and attesting that the contractor's proposal is genuine and not sham or collusive or made in the interest or on behalf of any person not therein named, and that the contractor has not, directly or indirectly, induced or solicited any other proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from proposing, and that the proposer has not in any manner sought by collusion to secure to the proposer an advantage over any other proposer. In the event a recommended contractor identifies related parties in the competitive solicitation its bid shall be presumed to be collusive and the recommended contractor shall be ineligible for award unless that presumption is rebutted in accordance with the provisions of Sec. 2-8.1.1. Any person or entity that fails to submit the required affidavit shall be ineligible for contract award.

- A. The Collusion Affidavit will be included in all solicitations and will be requested from bidders/proposers once bids/proposals are received and evaluated.
- B. Failure to provide a Collusion Affidavit within 5 business days after the recommendation to award has been filed with the Clerk of the Board shall be cause for the contractor to forfeit their bid bond.

1.21. MODIFICATION OF CONTRACT

The contract may be modified by mutual consent, in writing through the issuance of a modification to the contract, purchase order, change order or award sheet, as appropriate.

1.22. TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate this contract without cause upon thirty (30) days written notice. Upon receipt of such notice, the successful Bidder shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the successful Bidder prior to notice of termination. The County shall be the sole judge of "reasonable costs."

1.23. TERMINATION FOR DEFAULT

The County reserves the right to terminate this contract, in part or in whole, or place the vendor on probation in the event the successful Bidder fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the successful Bidder in accordance with the appropriate County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the successful Bidder.

1.24. FRAUD AND MISREPRESENTATION

Pursuant to Section 2-8.4.1 of the Miami-Dade County Code, any individual, corporation or other entity that attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

1.25. ACCESS TO RECORDS

The County reserves the right to require the Contractor to submit to an audit by Audit and Management Services, the Commission Auditor, or other auditor of the County's choosing at the Contractor's expense. The Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The Contractor shall retain all records pertaining to this Agreement and upon request make them available to the County for three years following expiration of the Agreement. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

SECTION 1 GENERAL TERMS AND CONDITIONS

1.26 OFFICE OF THE INSPECTOR GENERAL

Miami-Dade County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County and Public Health Trust programs, contracts, transactions, accounts, records and programs. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all County contracts. The cost of random audits shall be incorporated into the contract price of all contracts and shall be one quarter (1/4) of one (1) percent of the contract price, except as otherwise provided in Section 2-1076 of the County Code.

1.27 PRE-AWARD INSPECTION

The County may conduct a pre-award inspection of the bidder's site or hold a pre-award qualification hearing to determine if the bidder is capable of performing the requirements of this bid solicitation.

1.28 PROPRIETARY/CONFIDENTIAL INFORMATION

Proposers are hereby notified that all information submitted as part of, or in support of bid submittals will be available for public inspection after opening of bids in compliance with Chapter 119 of the Florida Statutes; popularly known as the "Public Record Law." The proposer shall not submit any information in response to this solicitation, which the proposer considers to be a trade secret, proprietary or confidential. The submission of any information to the County in connection with this solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the proposer. In the event that the proposer submits information to the County in violation of this restriction, either inadvertently or intentionally and clearly identifies that information in the bid as protected or confidential, the County may, in its sole discretion, either (a) communicate with the Proposer in writing in an effort to obtain the Proposer's withdrawal of the confidentiality restriction or (b) endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the proposal. The redaction or return of information pursuant to this clause may render a proposal non-responsive.

1.29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of "individually identifiable health information (IHII)" and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy, security and electronic transfer standards that include but are not limited to:

1. Use of information only for performing services required by the contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to Miami-Dade County of any non-permitted use or disclosure;
4. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Bidder/Proposer and reasonable assurances that IHII/PHI will be held confidential;
5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
7. Making PHI available to Miami-Dade County for an accounting of disclosures; and
8. Making internal practices, books and records related to PHI available to Miami-Dade County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Bidder/ Proposer must give its customers written notice of its privacy information practices including specifically, a description of the types of uses and disclosures that would be made with protected health information.

1.30. CHARTER COUNTY TRANSIT SYSTEM SALE SURTAX

When proceeds from the Charter County Transit System Sales Surtax levied pursuant to Section 29.121 of the Code of Miami-Dade County are used to pay for all or some part of the cost of this contract, no award for those portions of a Blanket Purchase Order (BPO) utilizing Charter County Transit System Sales Surtax funds as part of a multi-department contract, nor a contract utilizing Charter County Transit System Surtax funds shall be effective and thereby give rise to a contractual relationship with the County for purchases unless and until both the following have occurred: 1) the County Commission awards the contract, and such award becomes final (either by expiration of 10 days after such award without veto by the Mayor, or by Commission override of a veto); and, 2) either, i) the Citizens' Independent Transportation Trust (CITT) has approved inclusion of the Surtax funding on the contract, or, ii) in response to the CITT's disapproval, the County Commission reaffirms award of the contract by two-thirds (2/3) vote of the Commission's membership and such reaffirmation becomes final. Notwithstanding the other provisions of Section 1.30, award of an allocation for services in support of the CITT's oversight which does not exceed \$1000 will not require Commission or CITT approval and may be awarded by the Executive Director of the OCITT

1.31 LOBBYIST CONTINGENCY FEES

A) In accordance with Section 2-11.1(s) of the Code of Miami-Dade County, after May, 16, 2003, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.

B) A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependant on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Mayor or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which foreseeably will be heard or reviewed by the County Commission or a County board or committee.

1.32 COMMISSION AUDITOR – ACCESS TO RECORDS

Pursuant to Ordinance No. 03-2, all vendors receiving an award of the contract resulting from this solicitation will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds.

**SECTION 2
SPECIAL CONDITIONS**

MINI X- RAY UNIT MAINTENANCE AND REPAIR

2.1 PURPOSE:

The purpose of this solicitation is to purchase a mini x-ray unit including optional maintenance and repair in conjunction with the County's needs.

2.2 SMALL BUSINESS CONTRACT MEASURES INTENTIONALLY OMITTED (Federally Funded)

2.3 PRE-BID CONFERENCE INTENTIONALLY OMITTED

2.4 TERM OF CONTRACT FIVE (5) YEARS

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter which is distributed by the County's Internal Services Department, and contingent upon the completion and submittal of all required bid documents. The contract shall expire on the last day of the last month of the contract term.

2.5 OPTION TO RENEW INTENTIONALLY OMITTED

2.6 METHOD OF AWARD TO A SINGLE VENDOR (ALL GROUPS)

Award of this contract will be made to the responsive and responsible vendor who submits an offer on all groups listed in the solicitation and whose offer represents the lowest price when all groups are added in the aggregate. If a vendor fails to submit an offer on all groups, its overall offer may be rejected. The County will award the total contract to a single vendor.

Groups are defined as follows:

- Group A Mini X-Ray- PURCHASE OF THE UNIT
- Group B Extended Warranty and Maintenance
- Group C Labor and Repair Hourly Rate
- Group D Parts

Failure to perform as noted may result in the vendor(s) being deemed in breach of contract. The County may terminate the contract for default and charge the vendor(s) re-procurement costs, if applicable.

2.7 PRICES SHALL BE FIXED WITH ADJUSTMENTS (GROUP C ONLY)

Prior to the end of the initial one (1) year period, and at each anniversary thereafter, vendors shall have the option to submit a written request for a price adjustment to the County based on changes in the following pricing index: **Consumer Price Index for All Urban Consumers (CPI-U), Miami-Fort Lauderdale**

SECTION 2
SPECIAL CONDITIONS

MINI X-RAY UNIT MAINTENANCE AND REPAIR

It is the vendor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the anniversary, the vendor's request for adjustment should be submitted 90 days prior to expiration of the then current contract term. The vendor's adjustment request should not be in excess of the relevant pricing index change.

If no adjustment request is received from the vendor, the County will assume that the vendor(s) has agreed that the next term will remain at the current price. Any adjustment request received after the commencement of a new year may not be considered.

The County reserves the right to reject any price adjustments submitted by the vendor(s) and/or to not continue the contract based on such price adjustments. Continuation of the contract beyond the initial term, and any anniversary term, is a County prerogative, and not a right of the vendors. This prerogative will be exercised only when such continuation is clearly in the best interest of the County.

The County reserves the right to extend this contract for up to one hundred-eighty (180) calendar days beyond the current contract term and will notify the vendors in writing of the extension. This contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the vendors, upon approval by the Board of County Commissioners.

2.8 EXAMINATION OF COUNTY FACILITIES AND INSPECTION OF COUNTY EQUIPMENT
INTENTIONALLY OMITTED

2.9 "EQUAL" PRODUCT CAN BE CONSIDERED UPON RECEIPT OF
SPECIFIED DATA

The manufacturer's name, brand name and/or model number information contained in this solicitation are being used for the sole purpose of establishing the minimum requirement of level of quality, standard of performance, and design and is in no way intended to prohibit the offer of another manufacturer's items of equal material unless otherwise indicated on the Bid/Proposal Submission Form.

This specific solicitation requires submission of the following documentation to enable County evaluation of "equal" products:

- ☒: Product Information Sheets
- ☒: Product labels

If an "equal" product may be considered by the County in accordance with the Bid/Proposal Submission Form, the unit shall be equal in quality and standards of performance to the item specified in the solicitation. Where an "or equal" item is offered, and product information sheets are required, the initial offer must be accompanied with two (2) complete sets of product information sheets (such as factory specifications, standard manufacturer information sheets, catalogues, and brochures), and if required,

SECTION 2
SPECIAL CONDITIONS

MINI X-RAY UNIT MAINTENANCE AND REPAIR

two (2) copies of performance test results of the unit offered as an equal. Also for product information submittals, all supporting documentation submitted by the offeror must in total meet the required specifications set forth in this solicitation. Where the standard product literature submitted with the offer provides information that does not comply with the specifications, the offeror shall state, in an official letter on corporate letterhead as part of their initial offer, the differences between the item they are specifically offering, and the equipment described by the standard product literature, to substantiate compliance to all of the specifications set forth in this solicitation. In such cases, any offer submitted with standard product literature but without the letter explaining compliance will result in the rejection of the offer for not meeting the solicitation specifications.

If samples of all "or equal" items bid are required for evaluation, such items are to be provided at no cost to the County, and should be submitted with the initial offer, or at the time of specific request. Failure to meet this requirement may result in your offer being rejected.

For "equal" products to be evaluated based on submission of product labels, the initial offer should be accompanied with labels indicating the specification and ingredients for each "or equal" item offered. Failure to meet this requirement may result in your offer being rejected.

The County shall be sole judge of equality, based on the best interests of the County, and its decision in this regard shall be final. Items labeled "No Substitute" on the County's Bid/Proposal Submission Form are the only products that will be accepted under this solicitation.

2.10 LIQUIDATED DAMAGES INTENTIONALLY OMITTED

2.11 INDEMNIFICATION AND INSURANCE (1) - GENERAL SERVICE AND MAINTENANCE CONTRACT GROUPS B AND C

Provider shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this agreement by the provider or its employees, agents, servants, partners principals or subvendor (s). Provider shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provider expressly understands and agrees that any insurance protection required by this agreement or otherwise provided by provider shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

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SPECIAL CONDITIONS

MINI X-RAY UNIT MAINTENANCE AND REPAIR

The vendor(s) shall furnish to the Vendor(s) Assistance Section, Internal Services Department, Administration Division, 111 NW 1st Street, Suite 1300, Miami, Florida 33128, certificate(s) of insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the vendor (s) as required by Florida Statute 440.
- B. General Liability Insurance on a comprehensive basis in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Financial Services and are members of the Florida Guaranty Fund. Certificates will indicate no modification or change in insurance shall be made without thirty (30) days in advance notice to the certificate holder.

NOTE: MIAMI-DADE COUNTY SOLICITATION NUMBER AND TITLE OF SOLICITATION MUST APPEAR ON EACH CERTIFICATE.

**CERTIFICATE HOLDER MUST READ: MIAMI-DADE COUNTY
111 NW 1st STREET
SUITE 2340
MIAMI, FL 33128**

Compliance with the foregoing requirements shall not relieve the vendor (s) of his liability and obligation under this section or under any other section of this agreement.

**SECTION 2
SPECIAL CONDITIONS****MINI X- RAY UNIT MAINTENANCE AND REPAIR**

The vendor(s) shall submit a certificate of insurance within ten (10) business days after notification of recommendation to award. If certificate does not include the coverages outlined in the terms and conditions of this solicitation, the vendor(s) shall be given an additional five (5) business days to submit a corrected certificate to the County. Failure of the vendor(s) to provide the required certificate of insurance within fifteen (15) business days, may result in the vendor(s) being deemed non-responsible and the issuance of a new award recommendation.

The vendor(s) shall be responsible for assuring that the insurance certificate required in conjunction with this Section remain in force for the duration of the contractual period; including any and all option years that may be granted to the vendor(s) in accordance with Section 2.5 of this solicitation. If insurance certificates are scheduled to expire during the contractual period, the vendor(s) shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the contract until such time as the new or renewed certificates are received by the County in the manner prescribed in the solicitation; provided, however, that this suspended period does not exceed thirty (30) calendar days. If such suspension exceeds thirty (30) calendar days, the County may, at its sole discretion, terminate this contract for cause and seek re-procurement damages from the vendor(s) in accordance with Section 1.19 of this solicitation.

2.12 BID GUARANTY INTENTIONALLY OMITTED**2.13 PERFORMANCE BOND INTENTIONALLY OMITTED****2.14 CERTIFICATIONS INTENTIONALLY OMITTED****2.15 METHOD OF PAYMENT PERIODIC INVOICES FOR COMPLETED PURCHASES GROUPS A,B, C AND,D**

The vendor(s) shall submit an invoice(s) to the County user department(s) after purchase has been completed, whether the specific item(s) were picked up by authorized County personnel or delivered to the site by the vendor(s). In addition to the general invoice requirements set forth below, the invoices shall reference the corresponding delivery ticket number or packing slip number that was signed by an authorized representative of the County user department at the time the items were delivered and accepted. Submittal of these periodic invoices shall not exceed thirty (30) calendar days from the delivery of the items. Under no circumstances shall the invoices be submitted to the County in advance of the delivery and acceptance of the items.

All invoices shall contain the following basic information:

I. Vendor(s) Information:

- The name of the business organization as specified on the contract

SECTION 2
SPECIAL CONDITIONS

MINI X-RAY UNIT MAINTENANCE AND REPAIR

between Miami-Dade County and vendor(s)

- Date of invoice
- Invoice number
- Vendor (s)'s Federal Identification Number on file with Miami-Dade County

II. County Information:

- Miami-Dade County Release Purchase Order or Small Purchase Order Number

III. Pricing Information:

- Unit price of the goods, services or property provided
- Extended total price of the goods, services or property
- Applicable discounts

IV. Goods or Services Provided per Contract:

- Description
- Quantity

V. Delivery Information:

- Delivery terms set forth within the Miami-Dade County Release Purchase Order
- Location and date of delivery of goods, services or property

VI. Failure to Comply:

Failure to submit invoices in the prescribed manner will delay payment.

2.16 SHIPPING TERMS F.O.B. DESTINATION GROUPS A,B,C,AND D

All vendor(s) shall quote prices based on F.O.B. Destination and shall hold title to the goods until such time as they are delivered to, and accepted by, an authorized County representative.

2.17 DELIVERY SHALL BE (21) DAYS AFTER DATE OF ORDER

The vendor(s) shall make deliveries within 21 calendar days after the date of the order. All deliveries shall be made in accordance with good commercial practice and all required delivery timeframes shall be adhered to by the vendor(s); except in such cases where the delivery will be delayed due to acts of nature, strikes, or other causes beyond

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MINI X-RAY UNIT MAINTENANCE AND REPAIR

the control of the vendor(s). In these cases, the vendor(s) shall notify the County of the delays in advance of the original delivery date so that a revised delivery schedule can be appropriately considered by the County.

Should the vendor(s) to whom the contract(s) is awarded fail to deliver in the number of days stated above, the County reserves the right to cancel the contract on a default basis after any back order period that has been specified in this contract has lapsed. If the contract is so terminated, it is hereby understood and agreed that the County has the authority to purchase the goods elsewhere and to charge the incumbent vendor(s) with any re-procurement costs. If the vendor(s) fails to honor these re-procurement costs, the County may terminate the contract for default.

Certain County employees may be authorized in writing to pick-up materials under this contract. Vendor(s) shall require presentation of this written authorization. The vendor(s) shall maintain a copy of the authorization. If the vendor(s) is in doubt about any aspect of material pick-up, vendor(s) shall contact the appropriate user department to confirm the authorization.

2.18 BACK ORDER DELAYS IN DELIVERY SHALL NOT BE ALLOWED

The County shall not allow any late deliveries attributed to product back order situations under this contract. Accordingly, the vendor(s) is required to deliver all items to the County within the time specified in this solicitation and resultant contract; and no grace period on account of back order situations shall be honored, unless written authorization is issued by the user department, and a new delivery date is mutually established. In the event that the vendor(s) fails to deliver the products within the time specified, the County reserves the right to cancel the order, seek the items from another vendor(s), and charge the incumbent vendor(s) for any re-procurement costs. If the vendor(s) fails to honor these re-procurement costs, the County may terminate the contract for default.

2.19 WARRANTY SHALL BE ONE YEAR FROM DATE OF ACCEPTANCE
GROUP- A

A. Type of Warranty and Maintenance Coverage Required

In addition to all other warranties that may be supplied by the vendor(s), the vendor(s) shall warrant:

1. Hardware Parts & Labor for one year starting on date of final installation and acceptance.
2. Software: Support and maintenance upgrade releases for one year starting on date of final installation and acceptance. Delivered via CD/DVD media on-site.
3. Remote diagnostic and technical support capabilities via the internet.
4. Preventive maintenance for the first year starting the of acceptance by the County as recommended by manufacturer.

**SECTION 2
SPECIAL CONDITIONS****MINI X-RAY UNIT MAINTENANCE AND REPAIR**

This warranty requirement shall remain in force for the full one (1) year period; regardless of whether the vendor(s) is under contract with the County at the time of defect. Any payment by the County on behalf of the goods or services received from the vendor(s) does not constitute a waiver of these warranty provisions.

B. Correcting Defects Covered Under Warranty

The vendor (s) shall be responsible for promptly correcting any deficiency, at no cost to the County, within five (5) calendar days after the County notifies the vendor(s) of such deficiency in writing. If the vendor(s) fails to honor the warranty and/or fails to correct or replace the defective work or items within the period specified, the County may, at its discretion, notify the vendor(s), in writing, that the vendor (s) may be debarred as a County vendor(s) and/or subject to contractual default if the corrections or replacements are not completed to the satisfaction of the County within five (5) calendar days of receipt of the notice. If the vendor(s) fails to satisfy the warranty within the period specified in the notice, the County may (a) place the vendor(s) in default of its contract, and/or (b) procure the products or services from another vendor(s) and charge the vendor(s) for any additional costs that are incurred by the County for this work or items; either through a credit memorandum or through invoicing.

2.20 CONTACT PERSONS:

For any additional information regarding the terms and conditions of this solicitation and resultant contract, Contact: Mary Hammett, at (305) 375-5471 email – mhammet@miamidade.gov

2.21 UAP INTENTIONALLY OMITTED**2.22 LABOR CHARGES GROUP- C**

The vendor(s) shall provide the County with labor in strict accordance with all solicitation requirements on an as needed, when needed basis. Accordingly, the vendor(s) shall indicate the cost of this labor on submittal form included within this solicitation in section 4 group C.

FURNISH AND INSTALL REQUIREMENTS GROUP-A

The specifications and/or statement of work contained within this solicitation describe the various functions and classes of work required as necessary for the completion of the project. Any omissions of inherent technical functions or classes of work within the specifications and/or statement of work shall not relieve the vendor(s) from furnishing, installing or performing such work where required to the satisfactory completion of the project. Vendor(s) must install according to manufacturer guide (MFG) instruction.

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SPECIAL CONDITIONS

MINI X-RAY UNIT MAINTENANCE AND REPAIR

2.23 MATERIALS SHALL BE NEW AND WARRANTED AGAINST DEFECTS GROUPS A, B, and D

The vendor(s) hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the vendor(s) in conjunction with this solicitation and resultant contract shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied to the County by the vendor (s) are found to be defective or do not conform to specifications: (1) the materials may be returned to the vendor(s) at the vendor (s)'s expense and the contract cancelled or (2) the County may require the vendor (s) to replace the materials at the vendor (s)'s expense.

2.24 COMPLIANCE WITH FEDERAL REGULATIONS DUE TO USE OF FEDERAL FUNDING

Since the goods, services, and/or equipment that will be acquired under this solicitation will be purchased, in part or in whole, with federal funding, it is hereby agreed and understood that Section 60-250.4, Section 60-250.5 and Section 60-741.4 of Title 41 of the United States Code, which addresses Affirmative Action requirements for disabled workers, is incorporated into this solicitation and resultant contract by reference. In addition, vendor (s) shall complete the certification regarding debarment suspension ineligibility form (Attachment E).

2.25 COMPLIANCE WITH FEDERAL STANDARDS

All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

2.26 AVAILABILITY OF CONTRACT TO OTHER COUNTY DEPARTMENTS AND GOVERNMENTAL AGENCIES

Although this Solicitation is specific to a County Department, it is hereby agreed and understood that any County department or agency may avail itself of this contract and purchase any and all items specified herein from the successful vendor(s) at the contract price(s) established herein. Under these circumstances, a separate purchase order shall be issued by the County, which identifies the requirements of the additional County department(s) or agency (ies).

2.27. TRAINING MANUALS TO BE PROVIDED

The vendor(s) shall supply the county with a minimum of (2) comprehensive training manuals which describe the appropriate use of the equipment purchased by the County in conjunction with this bid solicitation. The manuals shall be supplied prior to, or upon, delivery of the equipment. Final payment shall be withheld until such time as these manuals are received by the County.

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MINI X- RAY UNIT MAINTENANCE AND REPAIR

2.28 PURCHASE OF OTHER ITEMS NOT LISTED WITHIN THIS SOLICITATION BASED ON PRICE QUOTES

There may be similar items that must be purchased by the County during the term of this contract. Under these circumstances, a County representative will contact the vendor(s) to obtain a price quote for the similar items. The County reserves the right to award these similar items to the vendor(s), or another vendor(s) based on the lowest price quoted, or to acquire the items through a separate solicitation.

SECTION 3
TECHNICAL SPECIFICATIONS

MINI X-RAY UNIT MAINTENANCE AND REPAIR

3.1 SCOPE

The purpose of this solicitation is to establish a contract for the purchase of mini digital x-ray unit (s) and maintenance in conjunction with the County's needs on an as needed when needed basis.

3.2 GROUP A- MINI X-RAY- PURCHASE OF THE UNIT

A. X-Ray Tube Component:

- Computer-controlled (CPU) x-ray tube
- Anode Heat Capacity 300 kHu
- Focal spot 0.6/1.2 mm
- Target angel 12° (Optional 16°)
- Tube Rotation "X" Axis +/-155°
- Tube Rotation "Z" Axis 90°
- Tube Travel – Vertical 57 inches (145cm)
- Tube Travel – Horizontal 23.6 inches (60cm)

B. Generator Components:

- Up to 120 KVDC
- Over 200mAs
- Operation on input of 100-260 V, 50/60 Hz (auto sense & Switch)
- Five (5) memory stations
- Low voltage warning light
- Compatible with all digital imaging modalities such as Dicom, JPEG and TIFF

C. Digital Reader Component:

- Hardware features
- High speed intel I core 3 (2nd Generation) or higher CPU
- Hard drive size 500 giga bytes
- 4 GBytes Ram memory for 64 bit version of windows 7
- Window 7 pro operating system 32 bit or 64 bit
- DVD-R/RW CD-R/RW
- Color touch screen monitor
- DR generator interface module
- Network interfaces: WIFI 802.11N and 10/100/1000 Gbit Ethernet Port

SECTION 3
TECHNICAL SPECIFICATIONS

MINI X- RAY UNIT MAINTENANCE AND REPAIR

D. Software Features:

- On line and remote service diagnostics
- Lift/right markers with smart positioning
- Thumbnail image display
- Auto Region of interest (ROI)
- Accept/reject functionality
- HIS/RIS work list support

E. Support IHE Integration Profiles:

- Scheduled workflow
- Patient information reconciliation
- Portable data for imaging
- Key image note
- Consistent presentation of images
- Consistent time

F. Image Processing Software:

- The software shall be able to permit adjustments for brightness and contrast, zoom and pan captured images.
- Rotate captured images
- Flip between landscape and portrait layouts
- Provide measurement tools for captured images
- Point and annotate captured images
- Log and audit user activity
- Authenticate the integrity of the original image via hash or check sum
- Create copies of original images that can utilize the pointing and annotating
- Integrate with viztek OPAL-RAD PACS SYSTEM software

G. Dicom 3/0 Network Interface

H. X-Ray Cassettes – Quantity 4:

- Detector: Wireless cassette-sized detector
- Image size: 35 x 43 cm (14x17 inches)
- Pixel Pitch: 139-um
- Wireless Standard: 802.11n and/or bluetooth
- Wight: 8 to 10 lbs
- Number of images: 60 to 90 images on a single charge
- Grids: Standard grids

SECTION 3
TECHNICAL SPECIFICATIONS

MINI X- RAY UNIT MAINTENANCE AND REPAIR

I. Gas spring Mobile Stand with 16" Wheels:

The wheels of the portable digital radiographic system must be able to transverse rugged field environments.

3.3 GROUP B EXTENDED MAINTENANCE AND REPAIR

A. Extended Maintenance:

1. Hardware repair and if needed replacement to include DR sensor and portable X-ray gun.
2. Accidental damage protection
3. Software and maintenance upgrade releases for one-year period; delivered via CD/DVD media on –site.
4. Preventive maintenance as recommended by manufacturer
5. Maintenance for four (4) years to cover the unit components, software upgrades, and preventive maintenance to be perform on a year by year basis.
6. Vendor shall respond to service call by the next business hours Monday through Friday, hours 8:00am through 4:00pm.

3.4 GROUP C LABOR AND REPAIR HOURLY RATE

The hourly rate quoted shall be deemed to provide full compensation to the bidder for labor, equipment use, travel time, and any other element of cost or price. This rate is assumed to be at straight-time for all labor, except as otherwise noted. The bidder shall comply with minimum wage standards; any applicable laws of the State of Florida.

3.5 GROUP D PARTS

Vendors shall provide discount percentage of list price at the time of bid submittal.

At the time of invoice proof of the cost of the part(s) must accompany the invoice.

MIAMI-DADE COUNTY

BID NO.: IB9589-0/17



Internal Services Department
Vendor Assistance Section
Stephen P. Clark Center
111 NW 1st Street, 13th Floor
Miami, Florida 33128-1983

OPENING: 2:00 P.M.
FRIDAY
January 6, 2012
INVITATION TO BID
SECTION 4
BID SUBMITTAL FORMS

PLEASE QUOTE PRICES F.O.B. DESTINATION, LESS TAXES, DELIVERED IN
MIAMI-DADE COUNTY, FLORIDA

NOTE: Miami-Dade County is exempt from all taxes (Federal, State, Local). Bid price should be less all taxes. Tax Exemption Certificate furnished upon request.

Issued
by: MH

ISD

Date Issued:
12/23/2011

This Bid Submittal Consists
of Pages 15 through 20
Plus Affidavits

Sealed bids are subject to the Terms and Conditions of this Invitation to Bid and the accompanying Bid Submittal. Such other contract provisions, specifications, drawings or other data as are attached or incorporated by reference in the Bid Submittal, will be received at the office of ISD, Vendor Assistance section at the address shown above until the above stated time and date, and at that time, publicly opened for furnishing the supplies or services described in the accompanying Bid Submittal Requirement.

A Bid Deposit in the amount of NA of the total amount of the bid shall accompany all bids

A Performance Bond in the amount of NA of the total amount of the bid will be required upon execution of the contract by the successful bidder and Miami-Dade County

DO NOT WRITE IN THIS SPACE	
ACCEPTED _____	HIGHER THAN LOW _____
NON-RESPONSIVE _____	NON-RESPONSIBLE _____
ITEM NOS. ACCEPTED: _____	
COMMODITY CODE:	898,898-80
PROCUREMENT ASSOCIATE:	Mary Hammett

FIRM NAME: _____

**RETURN ONE ORIGINAL AND TWO COPIES OF BID SUBMITTAL PAGES AND
AFFIDAVITS**

**FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE ON
PAGE 21 OF SECTION 4, BID SUBMITTAL FORM SHALL RENDER THE VENDOR
INELIGIBLE FOR LOCAL PREFERENCE**

**FAILURE TO SIGN PAGE 21 OF SECTION 4. BID SUBMITTAL, WILL RENDER YOUR BID
NON-RESPONSIVE**

SECTION 4**BID SUBMITTAL FORM****MINI X-RAY UNIT MAINTENANCE AND REPAIR****FIRM NAME:** _____**GROUP- A****MINI X-RAY MACHINE PURCHASE**

Item	Estimated Quantity	Description	Unit Price	Extended Price
1	1	Purchase Mini Digital X-Ray Machine As described, including warranty and maintenance for the first year (inclusive of parts and labor) Brand Name: _____ Model # _____	\$ _____	\$ _____

GROUP - B**EXTENDED MAINTENANCE**

Item	Description	PRICE PER YEAR
2	Maintenance for the following components commencing after the first year warranty and maintenance expires X-Ray tube Collimator bulb Generator Components X-Cassettes Hardware repair DR sensor Portable X-Ray gun Accidental damage Software Year Two (2) Year Three (3) Year Four (4) Year Five (5) To be purchased year by year at the County's option	\$ _____ \$ _____ \$ _____ \$ _____

SECTION 4
BIDSUBMITTAL FORM

MINI X-RAY UNIT MAINTENANCE AND REPAIR

FIRM NAME: _____

GROUP – C**LABOR AND REPAIR HOURLY RATE**

Item	Estimated Hours	Description	Hourly Rate
3	100	Hourly Labor Rate/Repair	\$ _____ /PER HOUR

GROUP- D**PARTS**

Item	Description
4	Vendors shall provide proof of the cost of the part (s) at the time of invoice. A published current manufacturer's list or other documentation showing cost to which the below discount will be applied. Discount _____%

SECTION 4

BID SUBMITTAL FORM

MINI X-RAY UNIT MAINTENANCE AND REPAIR

FIRM NAME: _____

Attachment E

**Certification Regarding
Debarment Suspension Ineligibility
And Voluntary Exclusion**

Vendor (s) Covered Transactions

- (1) The prospective vendor (s) of the Recipient, _____, certifies, by Submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Recipient's vendor (s) is unable to certify to the above statement, the prospective vendor (s) shall attach an explanation to this form.

VENDOR (S):

By: _____
Signature

Name and Title

Street Address

City, State, Zip

Date

Recipient's Name

Division Contract

SECTION 4

BID SUBMITTAL FOR:

MINI X-RAY UNIT MAINTENANCE AND REPAIR

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

LIST BELOW ARE THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN CONNECTION WITH
THIS BID

Addendum #1, Dated _____

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

Addendum #9, Dated _____

PART II:

☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID

FIRM NAME: _____

AUTHORIZED SIGNATURE: _____ DATE: _____

PRINT NAME: _____ TITLE OF OFFICER: _____

MIAMI-DADE COUNTY

BID NO.: IB9589-0/17

**SECTION 4
BID SUBMITTAL FOR:**

MINI X-RAY UNIT MAINTENANCE AND REPAIR

Pursuant to Miami-
Ordinance 94-34,
corporation,

Dade County
any individual,
partnership, joint

venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten (10) years shall disclose this information prior to entering into a contract with or receiving funding from the County.

☐ **Place a check mark here only if bidder has such conviction to disclose to comply with this requirement.**

By executing this proposal through a duly authorized representative, the proposer certifies that the proposer is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, as those terms are used and defined in sections 287.135 and 215.473 of the Florida Statutes. In the event that the proposer is unable to provide such certification but still seeks to be considered for award of this solicitation, the proposer shall execute the proposal through a duly authorized representative and shall also initial this space:

In such event, the proposer shall furnish together with its proposal a duly executed written explanation of the facts supporting any exception to the requirement for certification that it claims under Section 287.135 of the Florida Statutes. The proposer agrees to cooperate fully with the County in any investigation undertaken by the County to determine whether the claimed exception would be applicable. The County shall have the right to terminate any contract resulting from this solicitation for default if the proposer is found to have submitted a false certification or to have been placed on the Scrutinized Companies for Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

LOCAL PREFERENCE CERTIFICATION: For the purpose of this certification, a "local business" is a business located within the limits of Miami-Dade County (or Broward County in accordance with the Interlocal Agreement between the two counties) that conforms with the provisions of Section 1.10 of the General Terms and Conditions of this solicitation and contributes to the economic development of the community in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities and the support and increase to the County's tax base.

☐ Place a check mark here only if affirming bidder meets requirements for Local Preference. Failure to complete this certification at this time (by checking the box above) shall render the vendor ineligible for Local Preference.

LOCAL CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE CERTIFICATION: A Local Certified Service-Disabled Veteran Business Enterprise is a firm that is (a) a local business pursuant to Section 2-8.5 of the Code of Miami-Dade County and (b) prior to bid submission is certified by the State of Florida Department of Management Services as a service-disabled veteran business enterprise pursuant to Section 295.187 of the Florida Statutes.

☐ Place a check mark here only if affirming bidder is a Local Certified Service-Disabled Veteran Business Enterprise. A copy of the certification must be submitted with this proposal.

COUNTY USER ACCESS PROGRAM (UAP): Joint purchase and entity revenue sharing program.

For the County's information, the bidder is requested to indicate, at 'A' and 'B' below, its general interest in participating in the Joint Purchase Program of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation, if that section is present in this solicitation document. Vendor participation in the Joint Purchase portion of the UAP is **voluntary**, and the bidder's expression of general interest at 'A' and 'B' below is for the County's information only and **shall not be binding** on the bidder.

- A. If awarded this County contract, would you be interest in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located within the geographical boundaries of Miami-Dade County? Yes
No _____ and
- B. If awarded this County contract, would you be interested in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located outside the geographical boundaries of Miami-Dade County? Yes
No _____

The undersigned bidder certifies that this bid is submitted in accordance with the bid specifications and conditions governing this bid, and that the bidder will accept any award(s) made to him as a result of this bid.

Firm Name: _____

Street Address: _____

Mailing Address (if different): _____

Telephone No. _____

Fax No. _____

Email Address: _____

FEIN No. ____ - ____ / ____ / ____ / ____ / ____

Prompt Payment Terms: ____ % ____ days net ____ days

"By signing this document the bidder agrees to all Terms and Conditions of this Solicitation and the resulting Contract" (Please see paragraph 1.2 H of General Terms and Conditions)

Signature: _____ (Signature of authorized agent)

Print Name: _____ Title: _____

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE COUNTY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS OFFER.



APPENDIX

AFFIDAVITS INFORMAL BID

BID NO.: IB9589-0/17

FAIR SUBCONTRACTING PRACTICES
(Ordinance 97-35) Section 1 [1.8 D(5)]

In compliance with Miami-Dade County Ordinance 97-35, the Bidder shall submit with the bid proposal a detailed statement of its policies and procedures (use separate sheet if necessary) for awarding subcontractors in accordance with Section 1, Paragraph 1.8D(4)

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.☐ NO SUBCONTRACTORS WILL BE UTILIZED FOR THIS CONTRACT

Signature

Date _____



BID NO.: IB9589-0/17

**OPENING: 2:00 P.M.
FRIDAY**

MIAMI-DADE COUNTY, FLORIDA

INVITATION TO BID

TITLE:

MINI X- RAY UNIT, MAINTENANCE AND REPAIR

THE FOLLOWING ARE REQUIREMENTS OF THIS BID, AS NOTED BELOW:

INDEMNIFICATION/INSURANCE:	Section 2, Paragraph 2.11
USER ACCESS PROGRAM:	Section 2, Paragraph 2.21
WRITTEN WARRANTY:	Section 2, Paragraph 2.19

FOR INFORMATION CONTACT:

Mary Hammett at 305-375-5471, or via e-mail mhammet@miamidade.gov

IMPORTANT NOTICE TO BIDDERS:

COMPLETE AND RETURN ALL AFFIDAVITS WITH BID SUBITTAL FORMS

- Failure to complete the certification regarding Local Preference on Bid Submittal Form in Section 4 shall render the vendor ineligible for Local Preference
- Failure to sign Bid Submittal Form in Section 4 will render your bid non-responsive

INVITATION TO BID

Bid Number: IB9589-0/17

Title: MIN X- RAY UNIT, MAINTENANCE AND REPAIR

Procurement Contracting Associate: Mary Hammett

Bids will be accepted until 2:00 p.m. on January 06, 2012

At the:

Internal Services Department
Vendor Assistance Section
Stephen P. Clark Center
111 NW 1st Street, 13th Floor
Miami, Florida 33128-1983

Bids will be publicly opened. The County provides equal access and does not discriminate on the basis of disability in its programs or services. It is our policy to make all communication available to the public, including those who may be visually or hearing impaired. If you require information in a non-traditional format please call 305-375-1530.

Instructions:

- The ISD Vendor Assistance Unit business hours are 8:00am to 5:00pm, Monday through Friday. Additionally, the Unit is closed on holidays observed by the County.
- Each Bid submitted shall have the following information clearly marked on the face of the envelope:
 - The Bidder's name
 - The Bidder's return address
 - The Bid number
 - The Bid opening date
 - The title of the Bid
- All Sealed Informal Bids received time and date stamped by the Internal Services Department (ISD) prior to the bid submittal deadline shall be accepted as timely submitted. The circumstances surrounding all bids received and time stamped by ISD after the bid submittal deadline will be evaluated by ISD, in consultation with the County Attorney's Office, to determine whether the bid will be accepted as timely.
- Included in the sealed envelope or container submit an original and two copies of the Bid Submittal, the required Affidavits, plus attachments if applicable.
- The Bidder may, at Bidder's option, also provide the Excel file containing the information on the Vendor Pricing document on CD or Diskette. The file to be provided is to be downloaded at [HTTP://SERVICES.MIAMIDADE.GOV/ISD/SOLICITATIONLIST.ASPX](http://services.miamidade.gov/ISD/SOLICITATIONLIST.ASPX).

Failure to comply with the submittal instructions may result in your Bid not being considered for award.

NOTICE TO ALL BIDDERS:

- FAILURE TO SIGN THE BID SUBMITTAL FORM WILL RENDER YOUR BID NON-RESPONSIVE.
- THE BID SUBMITTAL FORM CONTAINS IMPORTANT CERTIFICATIONS THAT REQUIRE REVIEW AND COMPLETION BY ANY VENDOR RESPONDING TO THIS SOLICITATION

SECTION 1 GENERAL TERMS AND CONDITIONS

1.1. DEFINITIONS

Bid - shall refer to any offer(s) submitted in response to this solicitation.

Bidder - shall refer to anyone submitting a Bid in response to this solicitation.

Bid Solicitation - shall mean this solicitation documentation, including any and all addenda.

Bid Submittal Form - defines the requirement of items to be purchased, and must be completed and submitted with Bid. The Bidder should indicate its name in the appropriate space on each page.

County - shall refer to Miami-Dade County, Florida

DPM - shall refer to Miami-Dade County's Department of Procurement Management.

Enrolled Vendor - shall refer to a firm that has completed the necessary documentation in order to receive Bid notifications from the County.

Registered Vendor - shall refer to a firm that has completed the Miami-Dade County Business Entity Registration Application and has satisfied all requirements to enter into business agreements with the County.

The Vendor Registration Package - shall refer to the Business Entity Registration Application.

For additional information about on-line vendor enrollment or vendor registration contact the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL 33128, Phone 305-375-5773. Vendors can enroll online and obtain forms to register by visiting our web site at www.miamidade.gov/dpm

1.2. INSTRUCTIONS TO BIDDERS

A. Bidder Qualification

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the Bid Solicitation are encouraged to submit Bids. Vendors may enroll with the County to be included on a notification list for selected categories of goods and services. To be eligible for award of a contract (including small purchase orders), Bidders must become a Registered Vendor. Only Registered Vendors can be awarded County contracts. Vendors are required to register with the County by contacting the Vendor Assistance Unit. The County endeavors to obtain the participation of all qualified small business enterprises. For information and to apply for certification, contact the Department of Small Business Development at 111 N.W. 1st Street, 13th Floor, Miami, FL 33128-1900, or telephone at 305-375-3111. County employees and board members wishing to do business with the County are referred to Section 2-11.1 of the Miami-Dade County Code relating to Conflict of Interest and Code of Ethics.

B. Vendor Registration

To be recommended for award the County requires that vendors complete a Miami-Dade County Vendor Registration Package. Effective June 1, 2008, a new Vendor Registration Package, including a Uniform Affidavit Packet (Affidavit form), must be completed by vendors and returned to the Department of Procurement Management (DPM), Vendor Assistance Unit, within fourteen (14) days of notification of the intent to recommend for award. In the event the Vendor Registration Package is not properly completed and returned within the specified time, the County may in its sole discretion, award to the next lowest responsive, responsible Bidder. The Bidder is responsible for obtaining the Vendor Registration Package, including all affidavits by downloading from the DPM website at www.miamidade.gov or from the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL 33128.

Bidders are required to affirm that all information submitted with the Vendor Registration Package is current, complete and accurate, at the time they submit a response to a Bid Solicitation, by completing the provided Affirmation of Vendor Affidavit form.

In becoming a Registered Vendor with Miami-Dade County, the vendor confirms its knowledge of and commitment to comply with the following:

1. **Miami-Dade County Ownership Disclosure Affidavit**
(Sec. 2-8.1 of the County Code)

2. **Miami-Dade County Employment Disclosure Affidavit**
(County Ordinance No. 80-133, amending Section 2-8.1(c)(2) of the County Code)
3. **Miami-Dade County Employment Drug-free Workplace Certification**
(Section 2-8.1.2(b) of the County Code)
4. **Miami-Dade County Disability and Nondiscrimination Affidavit**
(Article 1, Section 2-8.1.5 Resolution R182-00 Amending R-385-95)
5. **Miami-Dade County Debarment Disclosure Affidavit**
(Section 10.38 of the County Code)
6. **Miami-Dade County Vendor Obligation to County Affidavit**
(Section 2-8.1 of the County Code)
7. **Miami-Dade County Code of Business Ethics Affidavit**
(Article 1, Section 2-8.1(f) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No. 00-1 amending Section 2-11.1(c) of the County Code)
8. **Miami-Dade County Family Leave Affidavit**
(Article V of Chapter 11 of the County Code)
9. **Miami-Dade County Living Wage Affidavit**
(Section 2-8.9 of the County Code)
10. **Miami-Dade County Domestic Leave and Reporting Affidavit**
(Article 8, Section 11A-60 11A-67 of the County Code)
11. **Subcontracting Practices**
(Ordinance 97-35)
12. **Subcontractor /Supplier Listing**
(Ordinance 97-104)
13. **Environmentally Acceptable Packaging**
Resolution (R-738-92)
14. **W-9 and 8109 Forms**
The vendor must furnish these forms as required by the Internal Revenue Service.
15. **Social Security Number**
In order to establish a file for your firm, you must provide your firm's Federal Employer Identification Number (FEIN). If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes your "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that DPM requests the Social Security Number for the following purposes:
 - Identification of individual account records
 - To make payments to individual/vendor for goods and services provided to Miami-Dade County
 - Tax reporting purposes
 - To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records
16. **Office of the Inspector General**
Pursuant to Section 2-1076 of the County Code.
17. **Small Business Enterprises**
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.
18. **Antitrust Laws**
By acceptance of any contract, the vendor agrees to comply with all antitrust laws of the United States and the State of Florida.
- C. **PUBLIC ENTITY CRIMES**
To be eligible for award of a contract, firms wishing to do business with the County must comply with the following:

SECTION 1 GENERAL TERMS AND CONDITIONS

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

D. Request for Additional Information

1. Pursuant to Section 2-11.1(f) of the County Code, all Bid Solicitations, once advertised and until an award recommendation has been forwarded to the appropriate authority are under the "Cone of Silence". Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the Procurement Agent identified on the front page of the solicitation. Such inquiries or request for information shall be submitted to the procurement agent in writing and shall contain the requester's name, address, and telephone number. If transmitted by facsimile, the request should also include a cover sheet with Bidder's facsimile number. The requestor must also file a copy of this written request with the Clerk of the Board, 111 NW 1st Street, 17th Floor, suite 202, Miami, Florida 33128-1983 or email clerkbcs@miamidade.gov.
2. The Department of Procurement Management may issue an addendum in response to any inquiry received, prior to Bid opening, which changes, adds to or clarifies the terms, provisions or requirements of the solicitation. The Bidder should not rely on any representation, statement or explanation whether written or verbal, other than those made in this Bid Solicitation document or in any addenda issued. Where there appears to be a conflict between this Bid Solicitation and any addenda, the last addendum issued shall prevail.
3. It is the Bidder's responsibility to ensure receipt of all addenda, and any accompanying documentation. The Bidder is required to submit with its Bid a signed "Acknowledgment of Addenda" form, when any addenda have been issued.

E. Contents of Bid Solicitation and Bidders' Responsibilities

1. It is the responsibility of the Bidder to become thoroughly familiar with the Bid requirements, terms and conditions of this solicitation. Pleas of ignorance by the Bidder of conditions that exist or that may exist will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid to the Bidder.
2. In the event a Bidder wishes to protest any part of the General Conditions, Special Conditions and/or Technical Specifications contained in the Bid Solicitation it must file a notice of protest in writing with the issuing department no later than 48 hours prior to the Bid opening date and hour specified in the solicitation. Failure to file a timely notice of protest will constitute a waiver of proceedings.
3. This solicitation is subject to all legal requirements contained in the applicable County Ordinances, Administrative Orders, and Resolutions, as well as all applicable State and Federal Statutes. Where conflict exists between this Bid Solicitation and these legal requirements, the authority shall prevail in the following order: Federal, State and local.
4. It is the responsibility of the Bidder/Proposer, prior to conducting any lobbying regarding this solicitation to file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder/Proposer. The Bidder/Proposer shall also file a form with the Clerk of the Board at the point in time at which a lobbyist is no longer authorized to represent said Bidder/Proposer. Failure of a Bidder/Proposer to file the appropriate form required, in relation to each solicitation, may be considered as evidence that the Bidder/Proposer is not a responsible contractor.

F. Change or Withdrawal of Bids

1. Changes to Bid - Prior to the scheduled Bid opening a Bidder may change its Bid by submitting a new Bid, (as indicated on the cover page) with a letter in writing on the firm's letterhead, signed by an

authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original Bid. No changes to a Bid will be accepted after the Bid has been opened.

2. Withdrawal of Bid - A Bid shall be irrevocable unless the Bid is withdrawn as provided herein. Only a written letter received by DPM prior to the Bid opening date may withdraw a bid. A bid may also be withdrawn ninety (90) days after the Bid has been opened and prior to award, by submitting a letter to the contact person identified on the front cover of this Bid Solicitation. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Bidder.

G. Conflicts Within The Bid Solicitation

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Submittal Section, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Submittal Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

H. Prompt Payment Terms

1. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section, shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.
2. The Bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the Bid submittal signature page of the solicitation.

1.3. PREPARATION OF BIDS

- A. The Bid submittal form defines requirements of items to be purchased, and must be completed and submitted with the Bid. Use of any other form will result in the rejection of the Bidder's offer.
- B. The Bid submittal form must be legible. Bidders shall use typewriter, computer or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the Bid to be rejected.
- C. An authorized agent of the Bidder's firm must sign the Bid submittal form. **FAILURE TO SIGN THE BID SUBMITTAL FORM SHALL RENDER THE BID NON-RESPONSIVE.**
- D. The Bidder may be considered non-responsive if bids are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.
- E. The Bidder may submit alternate Bid(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate Bid must meet or exceed the minimum requirements and be submitted on a separate Bid submittal marked "Alternate Bid".
- F. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- G. An optional electronic submittal shall not be considered a part of the bid if it differs in any respect from the required manual submittal in the original hard copy.

1.4. CANCELLATION OF BID SOLICITATION

Miami-Dade County reserves the right to cancel, in whole or in part, any Invitation to Bid when it is in the best interest of the County.

SECTION 1 GENERAL TERMS AND CONDITIONS

1.5. AWARD OF BID SOLICITATION

- A. This Bid may be awarded to the responsible Bidder meeting all requirements as set forth in the solicitation. The County reserves the right to reject any and all Bids, to waive irregularities or technicalities and to re-advertise for all or any part of this Bid Solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low Bid or in whichever manner deemed in the best interest of the County.
- C. The County reserves the right to reject any and all Bids if it is determined that prices are excessive, best offers are determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. The County reserves the right to negotiate prices with the low bidder, provided that the scope of work of this solicitation remains the same.
- E. Award of this Bid Solicitation will only be made to firms that have completed the Miami-Dade County Business Entity Registration Application and that satisfy all necessary legal requirements to do business with Miami-Dade County. Firms domiciled in Miami-Dade County must present a copy of their Miami-Dade County Issued Local Business Tax Receipt.
- F. Pursuant to County Code Section 2-8.1(g), the Bidder's performance as a prime contractor or subcontractor on previous County contracts shall be taken into account in evaluating the Bid received for this Bid Solicitation.
- G. To obtain a copy of the Bid tabulation, Bidder(s) shall enclose an appropriately sized self-addressed stamped envelope or make a request by e-mail. Bid results will not be given by telephone or facsimile.
- H. The Bid Solicitation, any addenda and/or properly executed modifications, the purchase order, and any change order(s) shall constitute the contract.
- I. In accordance with Resolution R-1574-88, the Director of DPM will decide all tie Bids.
- J. Award of this Bid may be predicated on compliance with and submittal of all required documents as stipulated in the Bid Solicitation.
- K. The County reserves the right to request and evaluate additional information from any bidder after the submission deadline as the County deems necessary.

1.6. CONTRACT EXTENSION

- A. The County reserves the right to exercise its option to extend a contract for up to one hundred-eighty (180) calendar days beyond the current contract period and will notify the contractor in writing of the extension.
- B. This contract may be extended beyond the initial one hundred-eighty (180) day extension period upon mutual agreement between the County and the successful Bidder(s) upon approval by the Board of County Commissioners.

1.7. WARRANTY

All warranties express and implied, shall be made available to the County for goods and services covered by this Bid Solicitation. All goods furnished shall be fully guaranteed by the successful Bidder against factory defects and workmanship. At no expense to the County, the successful Bidder shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty. The Special Conditions of the Bid Solicitation may supersede the manufacturer's standard warranty.

1.8. ESTIMATED QUANTITIES

Estimated quantities or dollars are for Bidder's guidance only: (a) estimates are based on the County's anticipated needs and/or usage during a previous contract period and; (b) the County may use these estimates to determine the low Bidder. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other government, quasi-government or non-profit entities utilizing this contract under the Joint Purchase portion of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation and the resulting contract, if that section is present in this solicitation document. No guarantee is expressed or implied as to quantities or dollars that will be used during the contract period. The

County is not obligated to place any order for the given amount subsequent to the award of this Bid Solicitation.

1.9. NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement with the successful Bidder that will satisfy its needs as describe herein. However, the County reserves the right as deemed in its best interest to perform, or cause to be performed, the work and services, or any portion thereof, herein described in any manner it sees fit, including but not limited to: award of other contracts, use of any contractor, or perform the work with its own employees.

1.10. LOCAL PREFERENCE

The evaluation of competitive bids is subject to Section 2-8.5 of the Miami-Dade County Code, which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. A local business shall be defined as:

1. a business that has a valid Local Business Tax Receipt, issued by Miami-Dade County at least one year prior to bid or proposal submission, that is appropriate for the goods, services or construction to be purchased;
2. a business that has physical business address located within the limits of Miami-Dade County from which the vendor operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address; and
3. a business that contributes to the economic development and well-being of Miami-Dade County in a verifiable and measurable way. This may include but not be limited to the retention and expansion of employment opportunities and the support and increase in the County's tax base. To satisfy this requirement, the vendor shall affirm in writing its compliance with either of the following objective criteria as of the bid or proposal submission date stated in the solicitation:
 - (a) vendor has at least ten (10) permanent full time employees, or part time employees equivalent to 10 FTE ("full-time equivalent" employees working 40 hours per week) that live in Miami-Dade County, or at least 25% of its employees that live in Miami-Dade County, or
 - (b) vendor contributes to the County's tax base by paying either real property taxes or tangible personal property taxes to Miami-Dade County, or
 - (c) some other verifiable and measurable contribution to the economic development and well-being of Miami-Dade County.

When there is a responsive bid from a Miami-Dade local business within 10% of the lowest price submitted by a responsive non-local business, the local business and the non-local low bidder shall have the opportunity to submit a best and final bid equal to or lower than the amount of the low bid previously submitted by the non-local business.

At this time, there is an interlocal agreement in effect between Miami-Dade and Broward Counties until September 2011. Therefore, a vendor which meets the requirements of (1), (2) and (3) above for Broward County shall be considered a local business pursuant to this Section.

1.11. CONTINUATION OF WORK

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the successful Bidder, continue until completion at the same prices, terms and conditions.

1.12. BID PROTEST

A recommendation for contract award or rejection of award may be protested by a Bidder in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the County Code, as amended, and as established in Administrative Order No.3-21.

SECTION 1 GENERAL TERMS AND CONDITIONS

1.13. LAWS AND REGULATIONS

The successful Bidder shall comply with all laws and regulations applicable to provide the goods and/or services specified in this Bid Solicitation. The Bidder shall comply with all federal, state and local laws that may affect the goods and/or services offered.

1.14. LICENSES, PERMITS AND FEES

The awarded bidder(s) shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the County or an awarded bidder for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by said awarded bidder.

1.15. SUBCONTRACTING

Unless otherwise specified in this Bid Solicitation, the successful Bidder shall not subcontract any portion of the work without the prior written consent of the County. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the County may result in termination of the contract for default. When Subcontracting is allowed the Bidder shall comply with County Resolution No. 1834-93, Section 10-34 of the County Code and County Ordinance No. 97-35.

1.16. ASSIGNMENT

The successful Bidder shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County.

1.17. DELIVERY

Unless otherwise specified in the Bid Solicitation, prices quoted shall be F.O.B. Destination. Freight shall be included in the proposed price.

1.18. RESPONSIBILITY AS EMPLOYER

The employee(s) of the successful Bidder shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the County or any of its departments. The successful Bidder shall provide competent and physically employee(s) capable of performing the work as required. The County may require the successful Bidder to remove any employee it deems unacceptable. All employees of the successful Bidder shall wear proper identification.

1.19. INDEMNIFICATION

The successful Bidder shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the successful Bidder or its employees, agents, servants, partners, principals or subcontractors. The successful Bidder shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The successful Bidder expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the successful Bidder shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

1.20. COLLUSION

A contractor recommended for award as the result of a competitive solicitation for any County purchases of supplies, materials and services (including professional services, other than professional architectural, engineering and other services subject to Sec. 2-10.4 and Sec. 287.055 Fla Stats.), purchase, lease, permit, concession or management agreement shall, within five (5) business days of the filing of such recommendation, submit an affidavit under the penalty of perjury, on a form provided by the County, stating either that the contractor is not related to any of the other parties bidding in the

competitive solicitation or identifying all related parties, as defined in this Section, which bid in the solicitation; and attesting that the contractor's proposal is genuine and not sham or collusive or made in the interest or on behalf of any person not therein named, and that the contractor has not, directly or indirectly, induced or solicited any other proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from proposing, and that the proposer has not in any manner sought by collusion to secure to the proposer an advantage over any other proposer. In the event a recommended contractor identifies related parties in the competitive solicitation its bid shall be presumed to be collusive and the recommended contractor shall be ineligible for award unless that presumption is rebutted in accordance with the provisions of Sec. 2-8.1.1. Any person or entity that fails to submit the required affidavit shall be ineligible for contract award.

- A. The Collusion Affidavit will be included in all solicitations and will be requested from bidders/proposers once bids/proposals are received and evaluated.
- B. Failure to provide a Collusion Affidavit within 5 business days after the recommendation to award has been filed with the Clerk of the Board shall be cause for the contractor to forfeit their bid bond.

1.21. MODIFICATION OF CONTRACT

The contract may be modified by mutual consent, in writing through the issuance of a modification to the contract, purchase order, change order or award sheet, as appropriate.

1.22. TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate this contract without cause upon thirty (30) days written notice. Upon receipt of such notice, the successful Bidder shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the successful Bidder prior to notice of termination. The County shall be the sole judge of "reasonable costs."

1.23. TERMINATION FOR DEFAULT

The County reserves the right to terminate this contract, in part or in whole, or place the vendor on probation in the event the successful Bidder fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the successful Bidder in accordance with the appropriate County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the successful Bidder.

1.24. FRAUD AND MISREPRESENTATION

Pursuant to Section 2-8.4.1 of the Miami-Dade County Code, any individual, corporation or other entity that attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

1.25. ACCESS TO RECORDS

The County reserves the right to require the Contractor to submit to an audit by Audit and Management Services, the Commission Auditor, or other auditor of the County's choosing at the Contractor's expense. The Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The Contractor shall retain all records pertaining to this Agreement and upon request make them available to the County for three years following expiration of the Agreement. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

SECTION 1 GENERAL TERMS AND CONDITIONS

1.26 OFFICE OF THE INSPECTOR GENERAL

Miami-Dade County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County and Public Health Trust programs, contracts, transactions, accounts, records and programs. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all County contracts. The cost of random audits shall be incorporated into the contract price of all contracts and shall be one quarter (1/4) of one (1) percent of the contract price, except as otherwise provided in Section 2-1076 of the County Code.

1.27 PRE-AWARD INSPECTION

The County may conduct a pre-award inspection of the bidder's site or hold a pre-award qualification hearing to determine if the bidder is capable of performing the requirements of this bid solicitation.

1.28 PROPRIETARY/CONFIDENTIAL INFORMATION

Proposers are hereby notified that all information submitted as part of, or in support of bid submittals will be available for public inspection after opening of bids in compliance with Chapter 119 of the Florida Statutes; popularly known as the "Public Record Law." The proposer shall not submit any information in response to this solicitation, which the proposer considers to be a trade secret, proprietary or confidential. The submission of any information to the County in connection with this solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the proposer. In the event that the proposer submits information to the County in violation of this restriction, either inadvertently or intentionally and clearly identifies that information in the bid as protected or confidential, the County may, in its sole discretion, either (a) communicate with the Proposer in writing in an effort to obtain the Proposer's withdrawal of the confidentiality restriction or (b) endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the proposal. The redaction or return of information pursuant to this clause may render a proposal non-responsive.

1.29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of individually identifiable health information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy, security and electronic transfer standards that include but are not limited to:

1. Use of information only for performing services required by the contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to Miami-Dade County of any non-permitted use or disclosure;
4. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Bidder/Proposer and reasonable assurances that IIHI/PHI will be held confidential;
5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
7. Making PHI available to Miami-Dade County for an accounting of disclosures; and
8. Making internal practices, books and records related to PHI available to Miami-Dade County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Bidder/Proposer must give its customers written notice of its privacy information practices including specifically, a description of the types of uses and disclosures that would be made with protected health information.

1.30. CHARTER COUNTY TRANSIT SYSTEM SALE SURTAX

When proceeds from the Charter County Transit System Sales Surtax levied pursuant to Section 29.121 of the Code of Miami-Dade County are used to pay for all or some part of the cost of this contract, no award for those portions of a Blanket Purchase Order (BPO) utilizing Charter County Transit System Sales Surtax funds as part of a multi-department contract, nor a contract utilizing Charter County Transit System Surtax funds shall be effective and thereby give rise to a contractual relationship with the County for purchases unless and until both the following have occurred: 1) the County Commission awards the contract, and such award becomes final (either by expiration of 10 days after such award without veto by the Mayor, or by Commission override of a veto); and, 2) either, i) the Citizens' Independent Transportation Trust (CITT) has approved inclusion of the Surtax funding on the contract, or, ii) in response to the CITT's disapproval, the County Commission reaffirms award of the contract by two-thirds (2/3) vote of the Commission's membership and such reaffirmation becomes final. Notwithstanding the other provisions of Section 1.30, award of an allocation for services in support of the CITT's oversight which does not exceed \$1000 will not require Commission or CITT approval and may be awarded by the Executive Director of the OCITT

1.31 LOBBYIST CONTINGENCY FEES

A) In accordance with Section 2-11.1(s) of the Code of Miami-Dade County, after May, 16, 2003, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.

B) A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependant on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Mayor or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which foreseeably will be heard or reviewed by the County Commission or a County board or committee.

1.32 COMMISSION AUDITOR – ACCESS TO RECORDS

Pursuant to Ordinance No. 03-2, all vendors receiving an award of the contract resulting from this solicitation will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds.

SECTION 2
SPECIAL CONDITIONS

MINI X- RAY UNIT MAINTENANCE AND REPAIR

2.1 PURPOSE:

The purpose of this solicitation is to purchase a mini x-ray unit including optional maintenance and repair in conjunction with the County's needs.

2.2 SMALL BUSINESS CONTRACT MEASURES INTENTIONALLY OMITTED (Federally Funded)

2.3 PRE-BID CONFERENCE INTENTIONALLY OMITTED

2.4 TERM OF CONTRACT FIVE (5) YEARS

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter which is distributed by the County's Internal Services Department, and contingent upon the completion and submittal of all required bid documents. The contract shall expire on the last day of the last month of the contract term.

2.5 OPTION TO RENEW INTENTIONALLY OMITTED

2.6 METHOD OF AWARD TO A SINGLE VENDOR (ALL GROUPS)

Award of this contract will be made to the responsive and responsible vendor who submits an offer on all groups listed in the solicitation and whose offer represents the lowest price when all groups are added in the aggregate. If a vendor fails to submit an offer on all groups, its overall offer may be rejected. The County will award the total contract to a single vendor.

Groups are defined as follows:

- Group A Mini X-Ray- PURCHASE OF THE UNIT
- Group B Extended Warranty and Maintenance
- Group C Labor and Repair Hourly Rate
- Group D Parts

Failure to perform as noted may result in the vendor(s) being deemed in breach of contract. The County may terminate the contract for default and charge the vendor(s) re-procurement costs, if applicable.

2.7 PRICES SHALL BE FIXED WITH ADJUSTMENTS (GROUP C ONLY)

Prior to the end of the initial one (1) year period, and at each anniversary thereafter, vendors shall have the option to submit a written request for a price adjustment to the County based on changes in the following pricing index: **Consumer Price Index for All Urban Consumers (CPI-U), Miami-Fort Lauderdale**

SECTION 2
SPECIAL CONDITIONS

MINI X- RAY UNIT MAINTENANCE AND REPAIR

It is the vendor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the anniversary, the vendor's request for adjustment should be submitted 90 days prior to expiration of the then current contract term. The vendor's adjustment request should not be in excess of the relevant pricing index change.

If no adjustment request is received from the vendor, the County will assume that the vendor(s) has agreed that the next term will remain at the current price. Any adjustment request received after the commencement of a new year may not be considered.

The County reserves the right to reject any price adjustments submitted by the vendor(s) and/or to not continue the contract based on such price adjustments. Continuation of the contract beyond the initial term, and any anniversary term, is a County prerogative, and not a right of the vendors. This prerogative will be exercised only when such continuation is clearly in the best interest of the County.

The County reserves the right to extend this contract for up to one hundred-eighty (180) calendar days beyond the current contract term and will notify the vendors in writing of the extension. This contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the vendors, upon approval by the Board of County Commissioners.

2.8 EXAMINATION OF COUNTY FACILITIES AND INSPECTION OF COUNTY EQUIPMENT INTENTIONALLY OMITTED

2.9 "EQUAL" PRODUCT CAN BE CONSIDERED UPON RECEIPT OF SPECIFIED DATA

The manufacturer's name, brand name and/or model number information contained in this solicitation are being used for the sole purpose of establishing the minimum requirement of level of quality, standard of performance, and design and is in no way intended to prohibit the offer of another manufacturer's items of equal material unless otherwise indicated on the Bid/Proposal Submission Form.

This specific solicitation requires submission of the following documentation to enable County evaluation of "equal" products:

- ☒: Product Information Sheets
- ☒: Product labels

If an "equal" product may be considered by the County in accordance with the Bid/Proposal Submission Form, the unit shall be equal in quality and standards of performance to the item specified in the solicitation. Where an "or equal" item is offered, and product information sheets are required, the initial offer must be accompanied with two (2) complete sets of product information sheets (such as factory specifications, standard manufacturer information sheets, catalogues, and brochures), and if required,

SECTION 2
SPECIAL CONDITIONS

MINI X- RAY UNIT MAINTENANCE AND REPAIR

two (2) copies of performance test results of the unit offered as an equal. Also for product information submittals, all supporting documentation submitted by the offeror must in total meet the required specifications set forth in this solicitation. Where the standard product literature submitted with the offer provides information that does not comply with the specifications, the offeror shall state, in an official letter on corporate letterhead as part of their initial offer, the differences between the item they are specifically offering, and the equipment described by the standard product literature, to substantiate compliance to all of the specifications set forth in this solicitation. In such cases, any offer submitted with standard product literature but without the letter explaining compliance will result in the rejection of the offer for not meeting the solicitation specifications.

If samples of all "or equal" items bid are required for evaluation, such items are to be provided at no cost to the County, and should be submitted with the initial offer, or at the time of specific request. Failure to meet this requirement may result in your offer being rejected.

For "equal" products to be evaluated based on submission of product labels, the initial offer should be accompanied with labels indicating the specification and ingredients for each "or equal" item offered. Failure to meet this requirement may result in your offer being rejected.

The County shall be sole judge of equality, based on the best interests of the County, and its decision in this regard shall be final. Items labeled "No Substitute" on the County's Bid/Proposal Submission Form are the only products that will be accepted under this solicitation.

2.10 LIQUIDATED DAMAGES INTENTIONALLY OMITTED

2.11 INDEMNIFICATION AND INSURANCE (1) - GENERAL SERVICE AND MAINTENANCE CONTRACT GROUPS B AND C

Provider shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this agreement by the provider or its employees, agents, servants, partners principals or subvendor (s). Provider shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provider expressly understands and agrees that any insurance protection required by this agreement or otherwise provided by provider shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

SECTION 2
SPECIAL CONDITIONS

MINI X- RAY UNIT MAINTENANCE AND REPAIR

The vendor(s) shall furnish to the Vendor(s) Assistance Section, Internal Services Department, Administration Division, 111 NW 1st Street, Suite 1300, Miami, Florida 33128, certificate(s) of insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the vendor (s) as required by Florida Statute 440.
- B. General Liability Insurance on a comprehensive basis in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Financial Services and are members of the Florida Guaranty Fund. Certificates will indicate no modification or change in insurance shall be made without thirty (30) days in advance notice to the certificate holder.

NOTE: MIAMI-DADE COUNTY SOLICITATION NUMBER AND TITLE OF SOLICITATION MUST APPEAR ON EACH CERTIFICATE.

**CERTIFICATE HOLDER MUST READ: MIAMI-DADE COUNTY
111 NW 1st STREET
SUITE 2340
MIAMI, FL 33128**

Compliance with the foregoing requirements shall not relieve the vendor (s) of his liability and obligation under this section or under any other section of this agreement.

SECTION 2
SPECIAL CONDITIONS**MINI X- RAY UNIT MAINTENANCE AND REPAIR**

The vendor(s) shall submit a certificate of insurance within ten (10) business days after notification of recommendation to award. If certificate does not include the coverages outlined in the terms and conditions of this solicitation, the vendor(s) shall be given an additional five (5) business days to submit a corrected certificate to the County. Failure of the vendor(s) to provide the required certificate of insurance within fifteen (15) business days, may result in the vendor(s) being deemed non-responsible and the issuance of a new award recommendation.

The vendor(s) shall be responsible for assuring that the insurance certificate required in conjunction with this Section remain in force for the duration of the contractual period; including any and all option years that may be granted to the vendor(s) in accordance with Section 2.5 of this solicitation. If insurance certificates are scheduled to expire during the contractual period, the vendor(s) shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the contract until such time as the new or renewed certificates are received by the County in the manner prescribed in the solicitation; provided, however, that this suspended period does not exceed thirty (30) calendar days. If such suspension exceeds thirty (30) calendar days, the County may, at its sole discretion, terminate this contract for cause and seek re-procurement damages from the vendor(s) in accordance with Section 1.19 of this solicitation.

2.12 BID GUARANTY INTENTIONALLY OMITTED**2.13 PERFORMANCE BOND INTENTIONALLY OMITTED****2.14 CERTIFICATIONS INTENTIONALLY OMITTED****2.15 METHOD OF PAYMENT PERIODIC INVOICES FOR COMPLETED PURCHASES GROUPS A,B, C AND,D**

The vendor(s) shall submit an invoice(s) to the County user department(s) after purchase has been completed, whether the specific item(s) were picked up by authorized County personnel or delivered to the site by the vendor(s). In addition to the general invoice requirements set forth below, the invoices shall reference the corresponding delivery ticket number or packing slip number that was signed by an authorized representative of the County user department at the time the items were delivered and accepted. Submittal of these periodic invoices shall not exceed thirty (30) calendar days from the delivery of the items. Under no circumstances shall the invoices be submitted to the County in advance of the delivery and acceptance of the items.

All invoices shall contain the following basic information:

I. Vendor(s) Information:

- The name of the business organization as specified on the contract

SECTION 2
SPECIAL CONDITIONS

MINI X- RAY UNIT MAINTENANCE AND REPAIR

between Miami-Dade County and vendor(s)

- Date of invoice
- Invoice number
- Vendor (s)'s Federal Identification Number on file with Miami-Dade County

II. County Information:

- Miami-Dade County Release Purchase Order or Small Purchase Order Number

III. Pricing Information:

- Unit price of the goods, services or property provided
- Extended total price of the goods, services or property
- Applicable discounts

IV. Goods or Services Provided per Contract:

- Description
- Quantity

V. Delivery Information:

- Delivery terms set forth within the Miami-Dade County Release Purchase Order
- Location and date of delivery of goods, services or property

VI. Failure to Comply:

Failure to submit invoices in the prescribed manner will delay payment.

2.16 SHIPPING TERMS F.O.B. DESTINATION GROUPS A,B,C,AND D

All vendor(s) shall quote prices based on F.O.B. Destination and shall hold title to the goods until such time as they are delivered to, and accepted by, an authorized County representative.

2.17 DELIVERY SHALL BE (21) DAYS AFTER DATE OF ORDER

The vendor(s) shall make deliveries within 21 calendar days after the date of the order. All deliveries shall be made in accordance with good commercial practice and all required delivery timeframes shall be adhered to by the vendor(s); except in such cases where the delivery will be delayed due to acts of nature, strikes, or other causes beyond

SECTION 2
SPECIAL CONDITIONS

MINIX- RAY UNIT MAINTENANCE AND REPAIR

the control of the vendor(s). In these cases, the vendor(s) shall notify the County of the delays in advance of the original delivery date so that a revised delivery schedule can be appropriately considered by the County.

Should the vendor(s) to whom the contract(s) is awarded fail to deliver in the number of days stated above, the County reserves the right to cancel the contract on a default basis after any back order period that has been specified in this contract has lapsed. If the contract is so terminated, it is hereby understood and agreed that the County has the authority to purchase the goods elsewhere and to charge the incumbent vendor(s) with any re-procurement costs. If the vendor(s) fails to honor these re-procurement costs, the County may terminate the contract for default.

Certain County employees may be authorized in writing to pick-up materials under this contract. Vendor(s) shall require presentation of this written authorization. The vendor(s) shall maintain a copy of the authorization. If the vendor(s) is in doubt about any aspect of material pick-up, vendor(s) shall contact the appropriate user department to confirm the authorization.

2.18 BACK ORDER DELAYS IN DELIVERY SHALL NOT BE ALLOWED

The County shall not allow any late deliveries attributed to product back order situations under this contract. Accordingly, the vendor(s) is required to deliver all items to the County within the time specified in this solicitation and resultant contract; and no grace period on account of back order situations shall be honored, unless written authorization is issued by the user department, and a new delivery date is mutually established. In the event that the vendor(s) fails to deliver the products within the time specified, the County reserves the right to cancel the order, seek the items from another vendor(s), and charge the incumbent vendor(s) for any re-procurement costs. If the vendor(s) fails to honor these re-procurement costs, the County may terminate the contract for default.

2.19 WARRANTY SHALL BE ONE YEAR FROM DATE OF ACCEPTANCE
GROUP- A

A. Type of Warranty and Maintenance Coverage Required

In addition to all other warranties that may be supplied by the vendor(s), the vendor(s) shall warrant:

1. Hardware Parts & Labor for one year starting on date of final installation and acceptance.
2. Software: Support and maintenance upgrade releases for one year starting on date of final installation and acceptance. Delivered via CD/DVD media on-site.
3. Remote diagnostic and technical support capabilities via the internet.
4. Preventive maintenance for the first year starting the of acceptance by the County as recommended by manufacturer.

SECTION 2
SPECIAL CONDITIONS**MINI X- RAY UNIT MAINTENANCE AND REPAIR**

This warranty requirement shall remain in force for the full one (1) year period; regardless of whether the vendor(s) is under contract with the County at the time of defect. Any payment by the County on behalf of the goods or services received from the vendor(s) does not constitute a waiver of these warranty provisions.

B. Correcting Defects Covered Under Warranty

The vendor (s) shall be responsible for promptly correcting any deficiency, at no cost to the County, within five (5) calendar days after the County notifies the vendor(s) of such deficiency in writing. If the vendor(s) fails to honor the warranty and/or fails to correct or replace the defective work or items within the period specified, the County may, at its discretion, notify the vendor(s), in writing, that the vendor (s) may be debarred as a County vendor(s) and/or subject to contractual default if the corrections or replacements are not completed to the satisfaction of the County within five (5) calendar days of receipt of the notice. If the vendor(s) fails to satisfy the warranty within the period specified in the notice, the County may (a) place the vendor(s) in default of its contract, and/or (b) procure the products or services from another vendor(s) and charge the vendor(s) for any additional costs that are incurred by the County for this work or items; either through a credit memorandum or through invoicing.

2.20 CONTACT PERSONS:

For any additional information regarding the terms and conditions of this solicitation and resultant contract, Contact: Mary Hammett, at (305) 375-5471 email – mhammet@miamidade.gov

2.21 UAP INTENTIONALLY OMITTED**2.22 LABOR CHARGES GROUP- C**

The vendor(s) shall provide the County with labor in strict accordance with all solicitation requirements on an as needed, when needed basis. Accordingly, the vendor(s) shall indicate the cost of this labor on submittal form included within this solicitation in section 4 group C.

FURNISH AND INSTALL REQUIREMENTS GROUP-A

The specifications and/or statement of work contained within this solicitation describe the various functions and classes of work required as necessary for the completion of the project. Any omissions of inherent technical functions or classes of work within the specifications and/or statement of work shall not relieve the vendor(s) from furnishing, installing or performing such work where required to the satisfactory completion of the project. Vendor(s) must install according to manufacturer guide (MFG) instruction.

SECTION 2
SPECIAL CONDITIONS

MINI X- RAY UNIT MAINTENANCE AND REPAIR

2.23 MATERIALS SHALL BE NEW AND WARRANTED AGAINST DEFECTS GROUPS A, B, and D

The vendor(s) hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the vendor(s) in conjunction with this solicitation and resultant contract shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied to the County by the vendor (s) are found to be defective or do not conform to specifications: (1) the materials may be returned to the vendor(s) at the vendor (s)'s expense and the contract cancelled or (2) the County may require the vendor (s) to replace the materials at the vendor (s)'s expense.

2.24 COMPLIANCE WITH FEDERAL REGULATIONS DUE TO USE OF FEDERAL FUNDING

Since the goods, services, and/or equipment that will be acquired under this solicitation will be purchased, in part or in whole, with federal funding, it is hereby agreed and understood that Section 60-250.4, Section 60-250.5 and Section 60-741.4 of Title 41 of the United States Code, which addresses Affirmative Action requirements for disabled workers, is incorporated into this solicitation and resultant contract by reference. In addition, vendor (s) shall complete the certification regarding debarment suspension ineligibility form (Attachment E).

2.25 COMPLIANCE WITH FEDERAL STANDARDS

All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

2.26 AVAILABILITY OF CONTRACT TO OTHER COUNTY DEPARTMENTS AND GOVERNMENTAL AGENCIES

Although this Solicitation is specific to a County Department, it is hereby agreed and understood that any County department or agency may avail itself of this contract and purchase any and all items specified herein from the successful vendor(s) at the contract price(s) established herein. Under these circumstances, a separate purchase order shall be issued by the County, which identifies the requirements of the additional County department(s) or agency (ies).

2.27. TRAINING MANUALS TO BE PROVIDED

The vendor(s) shall supply the county with a minimum of (2) comprehensive training manuals which describe the appropriate use of the equipment purchased by the County in conjunction with this bid solicitation. The manuals shall be supplied prior to, or upon, delivery of the equipment. Final payment shall be withheld until such time as these manuals are received by the County.

SECTION 2
SPECIAL CONDITIONS

MINI X- RAY UNIT MAINTENANCE AND REPAIR

2.28 PURCHASE OF OTHER ITEMS NOT LISTED WITHIN THIS SOLICITATION BASED ON PRICE QUOTES

There may be similar items that must be purchased by the County during the term of this contract. Under these circumstances, a County representative will contact the vendor(s) to obtain a price quote for the similar items. The County reserves the right to award these similar items to the vendor(s), or another vendor(s) based on the lowest price quoted, or to acquire the items through a separate solicitation.

SECTION 3
TECHNICAL SPECIFICATIONS

MINI X- RAY UNIT MAINTENANCE AND REPAIR

3.1 SCOPE

The purpose of this solicitation is to establish a contract for the purchase of mini digital x-ray unit (s) and maintenance in conjunction with the County's needs on an as needed when needed basis.

3.2 GROUP A- MINI X-RAY- PURCHASE OF THE UNIT

A. X-Ray Tube Component:

- Computer-controlled (CPU) x-ray tube
- Anode Heat Capacity 300 kHu
- Focal spot 0.6/1.2 mm
- Target angel 12° (Optional 16°)
- Tube Rotation "X" Axis +/-155°
- Tube Rotation "Z" Axis 90°
- Tube Travel – Vertical 57 inches (145cm)
- Tube Travel – Horizontal 23.6 inches (60cm)

B. Generator Components:

- Up to 120 KVDC
- Over 200mAs
- Operation on input of 100-260 V, 50/60 Hz (auto sense & Switch)
- Five (5) memory stations
- Low voltage warning light
- Compatible with all digital imaging modalities such as Dicom, JPEG and TIFF

C. Digital Reader Component:

- Hardware features
- High speed intel I core 3 (2nd Generation) or higher CPU
- Hard drive size 500 giga bytes
- 4 GBytes Ram memory for 64 bit version of windows 7
- Window 7 pro operating system 32 bit or 64 bit
- DVD-R/RW CD-R/RW
- Color touch screen monitor
- DR generator interface module
- Network interfaces: WIFI 802.11N and 10/100/1000 Gbit Ethernet Port

SECTION 3
TECHNICAL SPECIFICATIONS

MINI X- RAY UNIT MAINTENANCE AND REPAIR

D. Software Features:

- On line and remote service diagnostics
- Lift/right markers with smart positioning
- Thumbnail image display
- Auto Region of interest (ROI)
- Accept/reject functionality
- HIS/RIS work list support

E. Support IHE Integration Profiles:

- Scheduled workflow
- Patient information reconciliation
- Portable data for imaging
- Key image note
- Consistent presentation of images
- Consistent time

F. Image Processing Software:

- The software shall be able to permit adjustments for brightness and contrast, zoom and pan captured images.
- Rotate captured images
- Flip between landscape and portrait layouts
- Provide measurement tools for captured images
- Point and annotate captured images
- Log and audit user activity
- Authenticate the integrity of the original image via hash or check sum
- Create copies of original images that can utilize the pointing and annotating
- Integrate with viztek OPAL-RAD PACS SYSTEM software

G. Dicom 3/0 Network Interface

H. X-Ray Cassettes – Quantity 4:

- Detector: Wireless cassette-sized detector
- Image size: 35 x 43 cm (14x17 inches)
- Pixel Pitch: 139-um
- Wireless Standard: 802.11n and/or bluetooth
- Wight: 8 to 10 lbs
- Number of images: 60 to 90 images on a single charge
- Grids: Standard grids

SECTION 3
TECHNICAL SPECIFICATIONS

MINI X- RAY UNIT MAINTENANCE AND REPAIR

I. Gas spring Mobile Stand with 16" Wheels:

The wheels of the portable digital radiographic system must be able to transverse rugged field environments.

3.3 GROUP B EXTENDED MAINTENANCE AND REPAIR

A. Extended Maintenance:

1. Hardware repair and if needed replacement to include DR sensor and portable X-ray gun.
2. Accidental damage protection
3. Software and maintenance upgrade releases for one-year period; delivered via CD/DVD media on -site.
4. Preventive maintenance as recommended by manufacturer
5. Maintenance for four (4) years to cover the unit components, software upgrades, and preventive maintenance to be perform on a year by year basis.
6. Vendor shall respond to service call by the next business hours Monday through Friday, hours 8:00am through 4:00pm.

3.4 GROUP C LABOR AND REPAIR HOURLY RATE

The hourly rate quoted shall be deemed to provide full compensation to the bidder for labor, equipment use, travel time, and any other element of cost or price. This rate is assumed to be at straight-time for all labor, except as otherwise noted. The bidder shall comply with minimum wage standards; any applicable laws of the State of Florida.

3.5 GROUP D PARTS

Vendors shall provide discount percentage of list price at the time of bid submittal.

At the time of invoice proof of the cost of the part(s) must accompany the invoice.

MIAMI-DADE COUNTY

BID NO.: IB9589-0/17



Internal Services Department
Vendor Assistance Section
Stephen P. Clark Center
111 NW 1st Street, 13th Floor
Miami, Florida 33128-1983

OPENING: 2:00 P.M.
FRIDAY
January 6, 2012
INVITATION TO BID
SECTION 4
BID SUBMITTAL FORMS

PLEASE QUOTE PRICES F.O.B. DESTINATION, LESS TAXES, DELIVERED IN
MIAMI-DADE COUNTY, FLORIDA

NOTE: Miami-Dade County is exempt from all taxes (Federal, State, Local). Bid price should be less all taxes. Tax Exemption Certificate furnished upon request.

Issued
by: MH

ISD

Date Issued:
12/23/2011

This Bid Submittal Consists
of Pages 15 through 20
Plus Affidavits

Sealed bids are subject to the Terms and Conditions of this Invitation to Bid and the accompanying Bid Submittal. Such other contract provisions, specifications, drawings or other data as are attached or incorporated by reference in the Bid Submittal, will be received at the office of ISD, Vendor Assistance section at the address shown above until the above stated time and date, and at that time, publicly opened for furnishing the supplies or services described in the accompanying Bid Submittal Requirement.

A Bid Deposit in the amount of NA of the total amount of the bid shall accompany all bids

A Performance Bond in the amount of NA of the total amount of the bid will be required upon execution of the contract by the successful bidder and Miami-Dade County

DO NOT WRITE IN THIS SPACE	
ACCEPTED _____	HIGHER THAN LOW _____
NON-RESPONSIVE _____	NON-RESPONSIBLE _____
ITEM NOS. ACCEPTED: _____	
COMMODITY CODE:	898,898-80
PROCUREMENT ASSOCIATE:	Mary Hammett

FIRM NAME: _____

**RETURN ONE ORIGINAL AND TWO COPIES OF BID SUBMITTAL PAGES AND
AFFIDAVITS**

**FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE ON
PAGE 21 OF SECTION 4, BID SUBMITTAL FORM SHALL RENDER THE VENDOR
INELIGIBLE FOR LOCAL PREFERENCE**

**FAILURE TO SIGN PAGE 21 OF SECTION 4. BID SUBMITTAL, WILL RENDER YOUR BID
NON-RESPONSIVE**

SECTION 4**BID SUBMITTAL FORM****MINI X-RAY UNIT MAINTENANCE AND REPAIR**

FIRM NAME: _____

GROUP- A**MINI X-RAY MACHINE PURCHASE**

Item	Estimated Quantity	Description	Unit Price	Extended Price
1	1	Purchase Mini Digital X-Ray Machine As described, including warranty and maintenance for the first year (inclusive of parts and labor) Brand Name: _____ Model # _____	\$ _____	\$ _____

GROUP - B**EXTENDED MAINTENANCE**

Item	Description	PRICE PER YEAR
2	Maintenance for the following components commencing after the first year warranty and maintenance expires X-Ray tube Collimator bulb Generator Components X-Cassettes Hardware repair DR sensor Portable X-Ray gun Accidental damage Software Year Two (2) Year Three (3) Year Four (4) Year Five (5) To be purchased year by year at the County's option	\$ _____ \$ _____ \$ _____ \$ _____

SECTION 4
BIDSUBMITTAL FORM

MINI X-RAY UNIT MAINTENANCE AND REPAIR

FIRM NAME: _____

GROUP – C**LABOR AND REPAIR HOURLY RATE**

Item	Estimated Hours	Description	Hourly Rate
3	100	Hourly Labor Rate/Repair	\$ _____ /PER HOUR

GROUP- D**PARTS**

Item	Description
4	Vendors shall provide proof of the cost of the part (s) at the time of invoice. A published current manufacturer's list or other documentation showing cost to which the below discount will be applied. Discount _____%

SECTION 4

BID SUBMITTAL FORM

MINI X-RAY UNIT MAINTENANCE AND REPAIR

FIRM NAME: _____

Attachment E

**Certification Regarding
Debarment Suspension Ineligibility
And Voluntary Exclusion**

Vendor (s) Covered Transactions

- (1) The prospective vendor (s) of the Recipient, _____, certifies, by Submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Recipient's vendor (s) is unable to certify to the above statement, the prospective vendor (s) shall attach an explanation to this form.

VENDOR (S):

By: _____
Signature

Name and Title

Street Address

City, State, Zip

Date

Recipient's Name

Division Contract

SECTION 4

BID SUBMITTAL FOR:

MINI X-RAY UNIT MAINTENANCE AND REPAIR

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

LIST BELOW ARE THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN CONNECTION WITH THIS BID

Addendum #1, Dated _____

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

Addendum #9, Dated _____

PART II:

☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID

FIRM NAME: _____

AUTHORIZED SIGNATURE: _____ **DATE:** _____

PRINT NAME: _____ **TITLE OF OFFICER:** _____

SECTION 4
BID SUBMITTAL FOR:

MINI X-RAY UNIT MAINTENANCE AND REPAIR

Pursuant to Miami-
Ordinance 94-34,
corporation,

venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten (10) years shall disclose this information prior to entering into a contract with or receiving funding from the County.

Dade County
any individual,
partnership, joint

☐ **Place a check mark here only if bidder has such conviction to disclose to comply with this requirement.**

By executing this proposal through a duly authorized representative, the proposer certifies that the proposer is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, as those terms are used and defined in sections 287.135 and 215.473 of the Florida Statutes. In the event that the proposer is unable to provide such certification but still seeks to be considered for award of this solicitation, the proposer shall execute the proposal through a duly authorized representative and shall also initial this space:

_____. In such event, the proposer shall furnish together with its proposal a duly executed written explanation of the facts supporting any exception to the requirement for certification that it claims under Section 287.135 of the Florida Statutes. The proposer agrees to cooperate fully with the County in any investigation undertaken by the County to determine whether the claimed exception would be applicable. The County shall have the right to terminate any contract resulting from this solicitation for default if the proposer is found to have submitted a false certification or to have been placed on the Scrutinized Companies for Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

LOCAL PREFERENCE CERTIFICATION: For the purpose of this certification, a "local business" is a business located within the limits of Miami-Dade County (or Broward County in accordance with the Interlocal Agreement between the two counties) that conforms with the provisions of Section 1.10 of the General Terms and Conditions of this solicitation and contributes to the economic development of the community in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities and the support and increase to the County's tax base.

☐ Place a check mark here only if affirming bidder meets requirements for Local Preference. Failure to complete this certification at this time (by checking the box above) shall render the vendor ineligible for Local Preference.

LOCAL CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE CERTIFICATION: A Local Certified Service-Disabled Veteran Business Enterprise is a firm that is (a) a local business pursuant to Section 2-8.5 of the Code of Miami-Dade County and (b) prior to bid submission is certified by the State of Florida Department of Management Services as a service-disabled veteran business enterprise pursuant to Section 295.187 of the Florida Statutes.

☐ Place a check mark here only if affirming bidder is a Local Certified Service-Disabled Veteran Business Enterprise. A copy of the certification must be submitted with this proposal.

COUNTY USER ACCESS PROGRAM (UAP): Joint purchase and entity revenue sharing program.

For the County's information, the bidder is requested to indicate, at 'A' and 'B' below, its general interest in participating in the Joint Purchase Program of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation, if that section is present in this solicitation document. Vendor participation in the Joint Purchase portion of the UAP is **voluntary**, and the bidder's expression of general interest at 'A' and 'B' below is for the County's information only and **shall not be binding** on the bidder.

- A. If awarded this County contract, would you be interest in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located within the geographical boundaries of Miami-Dade County? Yes _____ No _____ and _____
- B. If awarded this County contract, would you be interested in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located outside the geographical boundaries of Miami-Dade County? Yes _____ No _____

The undersigned bidder certifies that this bid is submitted in accordance with the bid specifications and conditions governing this bid, and that the bidder will accept any award(s) made to him as a result of this bid.

Firm Name: _____

Street Address: _____

Mailing Address (if different): _____

Telephone No. _____

Fax No. _____

Email Address: _____

FEIN No. ____/____/____/____/____/____

Prompt Payment Terms: _____% _____ days net _____ days

"By signing this document the bidder agrees to all Terms and Conditions of this Solicitation and the resulting Contract" (Please see paragraph 1.2 H of General Terms and Conditions)

Signature: _____ (Signature of authorized agent)

Print Name: _____ Title: _____

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE COUNTY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS OFFER.



APPENDIX

AFFIDAVITS INFORMAL BID

In compliance with Miami-Dade County Ordinance 97-35, the Bidder shall submit with the bid proposal a detailed statement of its policies and procedures (use separate sheet if necessary) for awarding subcontractors in accordance with Section 1, Paragraph 1.8D(4)

[illegible]

Signature

Date _____

Walters, Vivian (SPEE)

From: Hammett, Mary (ISD)
Sent: Monday, February 06, 2012 8:19 AM
To: Walters, Vivian (SPEE)
Subject: IB9589-0/17 Mini X-Ray Maintenance and Repair
Attachments: ITB-.pdf; DBD DEPARTMENT INPUT.doc

Mr. Walters:

Please find attached DBD input documents and ITB for review for DBD measures.

Thank You,



Delivering Excellence Every Day

Mary Hammett

Procurement Contracting Associate

INTERNAL SERVICES DEPARTMENT

Miami-Dade County

Phone: 305-375-5471

Fax: 305-375-4407

E-mail: mhammet@miamidade.gov

Visit our website: www.miamidade.gov/dpm

Delivering Excellence Every Day"

Miami-Dade County is a public entity subject to Chapter 119 of the Florida Statutes concerning public records.

E-mail messages are covered under such laws and thus subject to disclosure.